

Board Office Use: Legislative File Info.	
File ID Number	25-0928
Introduction Date	05-14-2025
Enactment Number	25-0604
Enactment Date	5/14/2025 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Marc White, Director of Buildings & Grounds

Board Meeting Date May 14, 2025

Subject Agreement Between Owner and Contractor – KBI Painting, Inc. – Acorn Woodland Elementary School Exterior Painting Project – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and **KBI Painting, Inc., Petaluma, CA**, for the latter to provide exterior painting services, which includes, pressure washing, sanding, caulking, and priming of exterior surfaces. Services will also include painting portables, beams, fascia, gutters, windows, benches, handrails, security screens, and other items related to exterior painting for the **Acorn Woodland Elementary Exterior Painting Project**, as the lowest responsive bidder, in the amount of **\$327,618.00**, which includes a contingency allowance of **\$70,000.00**, with the work anticipated to commence on **June 6, 2025**, and required to be completed within sixty (60) days, with an anticipated ending of **August 5, 2025**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and KBI Painting, Inc., Petaluma, CA, for the latter to provide exterior painting services, which includes, pressure washing, sanding, caulking, and priming of exterior surfaces. Services will also include painting portables, beams, fascia, gutters, windows, benches, handrails, security screens, and other items related to exterior painting for the Acorn Woodland Elementary Exterior Painting Project, as the lowest responsive bidder, in the amount of \$327,618.00, which includes a contingency allowance of \$70,000.00, with the work anticipated to commence on June 6, 2025, and required to be completed within sixty (60) days, with an anticipated ending of August 5, 2025.

Fiscal Impact Fund 140- Deffered Maintenance

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 25-

Department: Buildings & Grounds

Vendor Name: KBI Painting, Inc.

Project Name: Acorn Woodland ES Exterior Painting

Project No.: 70064

Contract Term: Intended Start: June 6, 2025

Intended End: August 5, 2025

Total Cost Over Contract Term: \$327,618.00

Approved by: Marc White

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

KBI Painting, Inc. was selected by the District as the lowest responsible and responsive bid.

Summarize the services or supplies this contractor or vendor will be providing.

KBI Painting, Inc. will provide exterior painting services, which includes, pressure washing, sanding, caulking, and priming of exterior surfaces. Services will also include painting portables, beams, fascia, gutters, windows, benches, handrails, security screens, and other items related to exterior painting for the Acorn Woodland Elementary Exterior Painting Project.

Was this contract competitively bid? ☒ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

Memorandum:

Date: Apr 2, 2025

To: Imani Nycosi

CC: Kenya Chatman, Colland Jang, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Recommendation - Various Sites - Exterior Painting

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 70057 | **Project Site:** Emerson Elementary School

Project Name: Exterior Painting

Project: 70064 | **Project Site:** Acorn Woodland

Project Name: Exterior Painting

Analysis:

Our review has determined that the funding source for the above projects (**Fund 14**) is not currently monitored under the Local Business Policy. Given this information, it is our determination that these projects are to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

Exempt ▾

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 6, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **KBI PAINTING, INC.** hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Acorn Woodland Elementary School Exterior Painting Project, located at 1025 81st Avenue, Oakland;

all in strict compliance with the plans, drawings and specifications therefore prepared by,

OUSD, 955 High Street, Oakland, CA PH: 510-535-7044.

and other Contract Documents relating thereto.

This contract is not subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software KAHUA, INC. for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 6, 2025**, in which case the deadline for Completion would be **August 5, 2025**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold

liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **THREE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND NO/100 (\$327,618.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **SEVENTY THOUSAND DOLLARS AND NO/100 (\$70,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor

must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records

shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on

public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties’ agreement

pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if

delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:
KBI PAINTING, INC.

Signature: William Brady

Name: William Brady

Date: 4/5/2025

(Chairman, Pres., or Vice-Pres. SVP Project Operations)

Signature Theresa Koreen

Name: Theresa Koreen

Date: 4/5/2025

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard
Jennifer Brouhard, President, Board of Education

5/15/2025

Date

Kyla Johnson-Trammell
Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

5/15/2025

Date

Marc White
MARC WHITE (Apr 16, 2025 11:38 PDT)
Marc White, Director Buildings & Grounds

Apr 16, 2025

Date

Approved As To Form:

James Traber 04/14/2025
OUSD Facilities Legal Counsel Date

Agreement Between Owner and Contractor Over \$75,000 -- KBI Painting, Inc.-- Acorn Woodland Elementary School Exterior Painting
Project - \$327,618.00
{SR799843}

944475

CALIFORNIA CONTRACTOR'S
LICENSE NO.

03/31/2026

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Acorn Woodland ES
Project: Exterior Painting
Project #: 70064
Estimate: \$700,000

Date: Wednesday, March 19, 2025
Time: 2:00 PM
Project Mgr: Marcus Board
Architect: N/A

Signature of Witness to Bid *RL*

Signature of Bid Opener *[Signature]*

Company:	KBI Painting, Inc.	Base Bid:	\$257,618.00	Required Day of Bid:	
Address:	1310 Ross Street #A	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Petaluma, CA 94954	TOTAL:	\$327,618.00	Addendum Acknow.	
Phone:	707-795-4955	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		9:57 AM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:05 PM	3/19/2025		

Company:	Primal Paint, Inc.	Base Bid:	\$272,500.00	Required Day of Bid:	
Address:	117 Bernal Rd #70-625	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	San Jose, CA 95119	TOTAL:	\$342,500.00	Addendum Acknow.	
Phone:	408-462-7590	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		11:58 AM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:06 PM	3/19/2025		

Company:	Staellite Painting, Inc.	Base Bid:	\$290,000.00	Required Day of Bid:	
Address:	5655 Silver Creek Valley Rd #449	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	San Jose, CA 95138	TOTAL:	\$360,000.00	Addendum Acknow.	
Phone:	408-264-1600	Alternates:		Bid Bond	X
Fax:	408-264-0300			Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	
		1:21 PM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:09 PM	3/19/2025		

Company:	Anchor Singh Painting	Base Bid:	\$399,000.00	Required Day of Bid:	
Address:	4761 Pell Dr #4	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Sacramento, CA 95838	TOTAL:	\$469,000.00	Addendum Acknow.	
Phone:	916-595-1837	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:51 PM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:10 PM	3/19/2025		

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Nissim Painting, Inc.	Base Bid:	\$ 530,000.00	Required Day of Bid:	
Address:	148 Berryessa Drive	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Napa CA, 94558	TOTAL:	\$ 600,000.00	Addendum Acknow.	
Phone:	415-565-5111	Alternates:		Bid Bond	X
Fax:	415-566-5534			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		11:25 PM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:09 PM	3/19/2025		

Company:	Mark Lee & Yong Kay, Inc.	Base Bid:	\$ 587,000.00	Required Day of Bid:	
Address:	4026 MLK Jr. Way	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94609	TOTAL:	\$ 657,000.00	Addendum Acknow.	
Phone:	510-658-4890	Alternates:		Bid Bond	X
Fax:	510-658-7225			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:48 PM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:10 PM	3/19/2025		

Company:	Athens Painting & Commercial	Base Bid:	\$ 630,000.00	Required Day of Bid:	
Address:	4291 Suzanne Drive	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Pittsburg, CA 94565	TOTAL:	\$ 700,000.00	Addendum Acknow.	
Phone:	925-232-4446	Alternates:		Bid Bond	X
Fax:	925-526-4620			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:54 PM	3/19/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:09 PM	3/19/2025		

Company:	Color New Corp	Base Bid:	\$ 322,000.00	Required Day of Bid:	
Address:	22855 Califa St	Allowance:	\$70,000.00	Signed Bid Form	X
City/State:	Woodland Hills, CA 91367	TOTAL:	\$ 392,000.00	Addendum Acknow.	
Phone:	818-884-0856	Alternates:		Bid Bond	X
Fax:	818-884-0217			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		10:02 AM	3/18/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		2:10 PM	3/19/2025		

Written By:

Read By:

Juanita Hunter

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of KBI Painting, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Acorn Woodland Elementary School Exterior Painting Project 1025 81st Avenue, Oakland, CA. 94621** (the "Contract"), Scope of work includes: Pressure wash, sand, fill, caulk, prime, and repaint exterior surfaces using like-for-like colors. Paint buildings, portables, beams, fascia, gutters, front-facing flashing, windows, poles, benches, handrails, pipes, standpipes, doors, door trim, and security screens. Patch stucco as needed. Apply DTM bonding primer & DTM finish on all metal surfaces, including windows, doors, door frames, and metal beams. Use rust-inhibitive primer for spot priming on rusted nails, paint only previously painted metal beams. Leave unpainted galvanized steel as is. Do not paint the roof. Apply satin sheen on exterior walls and semi-gloss on trim and doors. Apply 1 coat of primer and 2 coats of masonry high build finish, semi-gloss on all trims and doors, low sheen on body of buildings. Color scheme will be provided by district. Contractor will be responsible for securing material and equipment. OUSD will not be responsible for any damage or theft to material and equipment.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of :

Two Hundred Fifty-Seven Thousand Six Hundred and Eighteen Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$ 257,618.00</u>
Seventy Thousand Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$70,000.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO: 70064
FEBRUARY 19, 2025

BID FORM
DOCUMENT 00 31 01

Three Hundred Twenty-Seven Thousand Six Hundred and Eighteen Dollars <i>Total Base Bid Amount</i>	\$ 327,618.00
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
1310 Ross Street, St. A, Petaluma, CA 94954

Our Public Liability and Property Damage Insurance is placed with:
Middlesex Insurance Company (Sentry)

Our Workers' Compensation Insurance is placed with:
Middlesex Insurance Company (Sentry)

{SR799810}2

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO: 70064
FEBRUARY 19, 2025

BID FORM
DOCUMENT 00 31 01

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: KBI Painting, Inc.

Business Address: 1310 Ross Street, St. A, Petaluma, CA 949 54

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO: 70064
FEBRUARY 19, 2025

BID FORM
DOCUMENT 00 31 01

Telephone Number: 707-795-4955
California Contractor License No.: 944475
Class and Expiration Date: C-33 3/31/2026
Public Works Contractor Registration No.: 1000005867
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: _____, 20__
Signature: _____
_____ (Name)

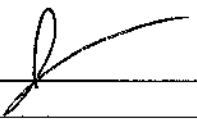
PARTNERSHIP:


Evidence of authority to bind partnership is attached.

Dated: _____, 20__
Signature: _____
_____ (Name)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: March 19, 2025
Signature:  _____
James Koreen (Name)
President (Chairman, Pres., or Vice-Pres.)

Signature:  _____
Theresa Koreen (Name)
Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO: 70064
FEBRUARY 19, 2025

BID FORM
DOCUMENT 00 31 01



BA20241354868



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241354868

Date Filed: 7/24/2024

B2911-8034 07/24/2024 9:56 AM Received by California Secretary of State

Entity Details			
Corporation Name	KBI PAINTING, INC.		
Entity No.	3257533		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	1310 ROSS STREET STE A PETALUMA, CA 94954		
Mailing Address of Corporation			
Mailing Address	PO BOX 750397 PETALUMA, CA 94975		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	1310 ROSS STREET STE A PETALUMA, CA 94954		
Officers			
Officer Name	Officer Address	Position(s)	
<input checked="" type="checkbox"/> JAMES KOREEN	1310 ROSS STREET STE A PETALUMA, CA 94954	Chief Executive Officer	
<input checked="" type="checkbox"/> THERESA KOREEN	1310 ROSS STREET STE A PETALUMA, CA 94954	Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
<input checked="" type="checkbox"/> WILLIAM BRADY	1310 ROSS STREET STE A PETALUMA, CA 94954	Vice President	
<input checked="" type="checkbox"/> JONAH KOREEN	1310 ROSS STREET STE A PETALUMA, CA 94954	Vice President	
<input checked="" type="checkbox"/> RICHARD ROBLES	1310 ROSS STREET STE A PETALUMA, CA 94954	Vice President	
<input checked="" type="checkbox"/> NICOLE BENJAMSON	1310 ROSS STREET STE A PETALUMA, CA 94954	Vice President	
<input checked="" type="checkbox"/> KYLEE BRADY	1310 ROSS STREET STE A PETALUMA, CA 94954	Vice President	
Directors			
Director Name		Director Address	

JAMES KOREEN	866 PALM AVE. PENNGROVE, CA 94951
THERESA KOREEN	866 PALM AVE. PENNGROVE, CA 94951

The number of vacancies on Board of Directors is: 0

Agent for Service of Process Agent Name Agent Address	DENISE OLRICH 3558 ROUND BARN BLVD. SUITE 200 SANTA ROSA, CA 95403
Type of Business Type of Business	PAINTING CONTRACTOR
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature <input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<u>DENISE OLRICH</u> Signature	<u>07/24/2024</u> Date

BID BOND
DOCUMENT 00 40 00

Bond Number: CSBA-30267

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
KBI Painting, Inc. as Principal and
Atlantic Specialty Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of the Amount Bid Dollars (\$10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of _____* in
strict accordance with Contract Documents.

*Acorn Woodland Elementary School Exterior Painting, Project No. 70064

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

BID BOND
DOCUMENT 00 40 00

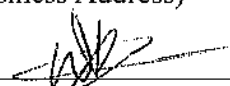
IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 18th day of March, 2025, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:


(Notary Seal)

KBI Painting, Inc.
(Principal)

P.O. Box 750397, Petaluma, CA 94975
(Business Address)


Atlantic Specialty Insurance Company
(Corporate Surety)

One Towne Square, Ste. 1470, Southfield, MI 48076
(Business Address)

By: 
Chelsea Liberatore, Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

BID BOND
DOCUMENT 00 40 00

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

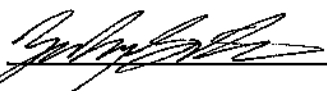
State of California
County of Sacramento

On MAR 18 2025 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Bond No. CSBA-30267

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

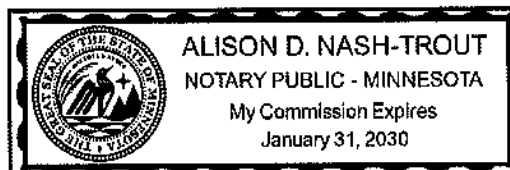
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of March, 2025.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03


Owner: Oakland Unified School District
Contract: Acorn Woodland Elementary School Exterior Painting Project
The undersigned declares:

I am the SVP Project Operations of KBI Painting, Inc., the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 19, 2025, at Petaluma [city], CA [state].



Signature

William Brady

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)


To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Acorn Woodland Elementary School Exterior Painting Project

I, William Brady, declare that I am the SVP Project Operations
[insert title] of KBI Painting, Inc., the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit KBI Painting, Inc. [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that KBI Painting, Inc. [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on March 19 2025, at Petaluma [city],
CA [state].

Date: March 19, 2025



Signature
Print Name: William Brady
Print Title: SVP Project Operations

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

{SR798875}

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**

(Education Code Section 45125.2)

DOCUMENT 00 43 00

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

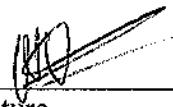
2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

{SR798850} 1

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: March 19, 2025



Signature

Name: William Brady

Title: SVP Project Operations

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

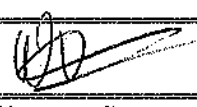
DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> KBI Painting, Inc.		<i>Federal ID Number (or n/a)</i> 27-1264701
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> William Brady		
<i>Date Executed</i> 3-19-2025	<i>Executed in</i> Petaluma, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>
---	----------------------

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70064
FEBRUARY 19, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

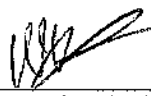
The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

KBI Painting, Inc.

Company Name


Signature of Authorized Representative

1310 Ross Street, St. A, Petaluma, CA 94954

Address

William Brady

Type or Print Name

707

795-4955

March 19, 2025

William Brady

Area Code

Phone

Date

Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Acorn Woodland Elementary School Exterior Painting Project

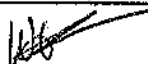
Check option that applies:

 I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

 X I certify that David Ramirez (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:	<u>March 19, 2025</u>
Proper Name of Bidder:	<u>KBI Painting, Inc.</u>
Signature:	<u></u>
Print Name:	<u>William Brady</u>
Title:	<u>SVP Project Operations</u>

END OF DOCUMENT

Contractor Information

Legal Entity Name
KBI PAINTING, INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000005867

Registration effective date
7/1/2023

Registration expiration date
6/30/2025

Mailing Address
P.O. BOX 750397 PETALUMA 94975 CA United S...

Physical Address
1310 Ross Street Petaluma 94954 CA United Sta...

Email Address

Trade Name/DBA
KBI PAINTING, INC.

License Number(s)
CSLB:944475

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/27/2017	6/30/2018
7/5/2016	6/30/2017
6/23/2015	6/30/2016
1/16/2015	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023
7/1/2023	6/30/2025

Legal Entity Information

Agent of Service Name:

Denise Olrich

Agent of Service Mailing Address:

703 2nd Street Suite 111 Santa Rosa 95404 CA United States of America

Corporation Number:

President Name:

James Koreen

Vice President Name:

Richard Robles

Treasurer Name:

Secretary Name:

CEO Name:

Corporation Number:

President Name:

James Koreen

Vice President Name:

Treasurer Name:

Secretary Name:

Theresa Koreen

CEO Name:

Corporation Number:

President Name:

James Koreen

Vice President Name:

Jonah Koreen

Treasurer Name:

Secretary Name:

CEO Name:

Corporation Number:

President Name:

James Koreen

Vice President Name:

William Brady

Treasurer Name:

Secretary Name:

CEO Name:

Corporation Number:

President Name:

James Koreen

Vice President Name:

Nicole Benjamson

Treasurer Name:

Secretary Name:

CEO Name:

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

Please provide your
current workers
compensation
insurance information
below:

PEO Information	PEO	PEO
Name	Phone	Email

Insured by Carrier

Policy Holder Name:KBI Painting, Inc. Insurance Carrier:Middlesex Insurance Company

Policy Number:A0211186Inception date:1/15/2024Expiration Date:1/14/2025



DIR Services Portal

Improving working conditions in California since 1927

What can we help you find today?

Associated Accounts

Welcome, Kylee Brady

KBI PAINTING, INC. 1000005867

DIR Approved

Registration valid from 2025-07-01 to 2026-06-30

[Manage Contractor Employees](#)

[Manage Contractor Users](#)

[Manage Contractor Information](#)

[Request Additional Roles to Add to an](#)

[My Projects](#)

Search My Projects

All

Name	Project Number	State	Stage	Awarding Body	Submit new ECPR	View eCPRs
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THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Issued in two (2) original counterparts

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 800191283
Premium: \$4,914.00

KNOW ALL MEN BY THESE PRESENTS that we, KBI Painting, Inc., as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Three Hundred Twenty-Seven Thousand Six Hundred Eighteen and 00/100 Dollars (\$327,618.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **May 15, 2025**, for construction of

the Acorn Woodland Elementary School Exterior Painting Project, located at 1025 81st Avenue, Oakland, (the "Contract"), Scope of work includes: Pressure wash, sand, fill, caulk, prime, and repaint exterior surfaces using like-for-like colors. Paint buildings, portables, beams, fascia, gutters, front-facing flashing, windows, poles, benches, handrails, pipes, standpipes, doors, door trim, and security screens. Patch stucco as needed. Apply DTM bonding primer & DTM finish on all metal surfaces, including windows, doors, door frames, and metal beams. Use rust-inhibitive primer for spot priming on rusted nails, paint only previously painted metal beams. Leave unpainted galvanized steel as is. Do not paint the roof. Apply satin sheen on exterior walls and semi-gloss on trim and doors. Apply 1 coat of primer and 2 coats of masonry high build finish, semi-gloss on all trims and doors, low sheen on body of buildings. Color scheme will be provided by district. Contractor will be responsible for securing material and equipment. OUSD will not be responsible for any damage or theft to material and equipment.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO.:70064

PERFORMANCE BOND
DOCUMENT 00 61 00

Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 28th day of March, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

KBI Painting, Inc.
(Corporate Principal)

P.O. Box 750397, Petaluma, CA 94975
(Business Address)

By: Kyle Brady

Atlantic Specialty Insurance Company
(Corporate Surety)

One Towne Square, Ste. 1470
(Business Address)
Southfield, MI 48076

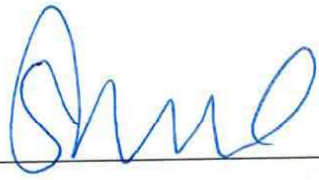
(Affix Corporate Seal)

(Affix Corporate Seal)

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO.:70064

PERFORMANCE BOND
DOCUMENT 00 61 00

By: 

Shaunna Rozelle Ostrom, Attorney-in-Fact

The rate of premium on this bond is \$15.00 per thousand.

The total amount of premium charged is \$4,914.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO.:70064

PERFORMANCE BOND
DOCUMENT 00 61 00

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 03/28/2025 before me, Laura R.M. Conlon, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura R.M. Conlon
Laura R.M. Conlon

(Seal)





Bond No. 800191283

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

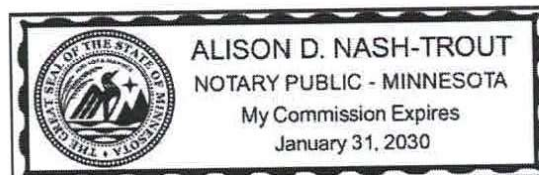
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of March, 2025.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Issued in two (2) original counterparts

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 800191283

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and KBI Painting, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Acorn Woodland Elementary School Exterior Painting Project, located at 1025 81st Avenue, Oakland, (the "Contract"), Scope of work includes: Pressure wash, sand, fill, caulk, prime, and repaint exterior surfaces using like-for-like colors. Paint buildings, portables, beams, fascia, gutters, front-facing flashing, windows, poles, benches, handrails, pipes, standpipes, doors, door trim, and security screens. Patch stucco as needed. Apply DTM bonding primer & DTM finish on all metal surfaces, including windows, doors, door frames, and metal beams. Use rust-inhibitive primer for spot priming on rusted nails, paint only previously painted metal beams. Leave unpainted galvanized steel as is. Do not paint the roof. Apply satin sheen on exterior walls and semi-gloss on trim and doors. Apply 1 coat of primer and 2 coats of masonry high build finish, semi-gloss on all trims and doors, low sheen on body of buildings. Color scheme will be provided by district. Contractor will be responsible for securing material and equipment. OUSD will not be responsible for any damage or theft to material and equipment.

which said agreement dated May 15, 2025, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Atlantic Specialty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Twenty-Seven Thousand Six Hundred Eighteen and 00/100 Dollars (\$ 327,618.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT. NO.:70064

PAYMENT BOND
DOCUMENT 00 61 01

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.


IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 28th day of March, 2025.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

KBI Painting, Inc.
Principal



Atlantic Specialty Insurance Company
Surety

By: 

Shaunna Rozelle Ostrom, Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
ACORN WOODLAND ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT. NO.:70064

PAYMENT BOND
DOCUMENT 00 61 01



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 03/28/2025 before me, Laura R.M. Conlon, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura R.M. Conlon
Laura R.M. Conlon

(Seal)





Bond No. 800191283

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

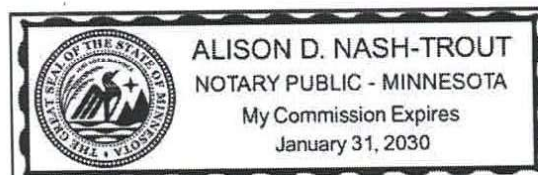
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of March, 2025.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary



KBIPAIN-CL

GMORGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME:		
	PHONE (A/C, No, Ext): (707) 525-4150	FAX (A/C, No): (707) 525-4175	
	E-MAIL ADDRESS: info@gpins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Middlesex Insurance Company (A Participating Stock Company)		23434
INSURED KBI Painting, Inc. P.O. Box 750397 Petaluma, CA 94975	INSURER B : Florists' Mutual Insurance Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A0211186	1/15/2025	1/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0211186	1/15/2025	1/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			A0211186	1/15/2025	1/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	A0211186	1/15/2025	1/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: #70064 - Acorn Woodland Elementary School Exterior Painting Project - 1025 81st Avenue, Oakland, CA 94621
Oakland Unified School District and its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers are named as additional insured with respects to General Liability per CG 71 25 06 22 including Primary Wording. Per Project Aggregate applies per CG 71 18 06 20. Workers Compensation Waiver of Subrogation applies per WC 00 03 13 (Ed. 4-84)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1011 Union Street Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Acorn Woodland Elementary School Exterior Painting	Site	165
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	KBI Painting, Inc.	Agency's Contact	David Ramierz				
OUSD Vendor ID #	New	Title	Owner				
Street Address	1310 Ross Street, A	City	Petaluma	State	CA	Zip	94954
Telephone	707-795-4955	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70064						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-06-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-05-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$327,618.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


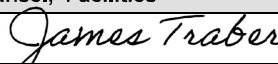

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9914/9079	Deferr Fund 140	140-9914-0-9079-8500-6273-165-9880-9000-9999-99999	6273	\$327,618.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds				
	Signature  MARC WHITE (Apr 16, 2025 11:38 PDT)	Date Approved	Apr 16, 2025		
2.	OUSD Counsel, Facilities				
	Signature  James Traber	Date Approved	4/14/2025		
3.	Chief Systems & Services Officer				
	Signature  Preston Thomas (Apr 17, 2025 11:05 PDT)	Date Approved	Apr 16, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			