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Introduction Date	6-7-2023
Enactment Number	23-1087
Enactment Date	6/7/2023 CJH



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Marc White, Director Buildings and Grounds Department

**Board Meeting Date** June 7, 2023

**Subject** Agreement Between Owner and Contractor - R.F. MacDonald Company – Burbank Preschool Boiler Replacement Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **R.F. MacDonald Company**, Hayward, California, for the latter to provide demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton, for the **Burbank Preschool Boiler Replacement Project**, in the lump sum amount of **\$346,000.00**, which includes a contingency allowance of **\$32,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 8, 2023**, and required to be completed within sixty days (60), with an anticipated ending of **August 6, 2023**.

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

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **R.F. MacDonald Company**, Hayward, California, for the latter to provide demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion

of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton, for the **Burbank Preschool Boiler Replacement Project**, in the lump sum amount of **\$346,000.00**, which includes a contingency allowance of **\$32,000.00**, as the lowest responsive bidder, with the work anticipated to commence on June 8, 2023, and required to be completed within sixty days (60), with an anticipated ending of **August 6, 2023**.

**Fiscal Impact**

Fund 140 Deferred Maintenance

**Attachments**

- Contract Justification
- 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. 23-1110**

**Department: Facilities Planning and Management**

**Vendor Name: R.F. Macdonald Company**

**Project Name: Burbank Preschool Boiler Replacement Project**

**Project No.: 70021**

**Contract Term: Intended Start: June 8, 2023**

**Intended End: August 6, 2023**

**Total Cost Over Contract Term: \$346,000.00**

**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?**

R.F. Macdonald Company was selected by the District as the lowest responsible and responsive bid.

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

R.F. Macdonald Company for the latter to provide demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton, for the Burbank Preschool Boiler Replacement 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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- 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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **June 8, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **R.F. MACDONALD COMPANY** 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 Burbank Preschool Boiler Replacement Project, 3550 64th Avenue, Oakland, CA, 94605,

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044.,

and other Contract Documents relating thereto.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 16, 2021, which is available to upload found by going to the OUSD home page: [ousd.org](http://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 COLBI DOCS 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 8, 2023**, in which case the deadline for Completion would be **August 6, 2023**.

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 \$500.00 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 FORTY-SIX THOUSAND DOLLARS NO/100 (\$346,000.00)** 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 **THIRTY-TWO THOUSAND DOLLARS NO/100 (\$32,000.00)** 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

Agreement Between Owner and Contractor Over \$60,000 – R.F. MacDonald Company – Burbank Preschool School Boiler Replacement Project - \$346,000.00  
{SR799843}



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

Agreement Between Owner and Contractor Over \$60,000 – R.F. MacDonald Company – Burbank Preschool School Boiler Replacement Project - \$346,000.00  
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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.

Agreement Between Owner and Contractor Over \$60,000 – R.F. MacDonald Company – Burbank Preschool School Boiler Replacement Project - \$346,000.00  
{SR799843}

**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 requires Contractor to 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:**

**R.F. MACDONALD COMPANY** Subject to R.F. MacDonald Co. Attachment A

Signature: Matt MacDonald

Name: Matt MacDonald Date: 4/19/23

(Chairman, Pres., or Vice-Pres. Vice President of Sales)

Signature: [Signature]

Name: Lisa Sanchez Date: 4-18-2023

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Mike Hutchinson, President, Board of Education Date \_\_\_\_\_

*K. Johnson-Trammell*

6/8/2023

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

Date

*Marc White*

5/12/23  
Date

Marc White, Director,  
Buildings and Grounds

Approved As To Form:

*[Signature]*

5/11/23

OUSD Facilities Legal Counsel

Date

220117  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

1/31/2024  
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.

**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.

R.F. MacDonald Co.

Company Name



Signature of Authorized Representative

25920 Eden Landing Rd. Hayward, CA 94545

Address

Matt MacDonald

Type or Print Name

510

Area Code

784-0110

Phone

04/17/2023

Date

Matt MacDonald

Type or Print Name

**END OF DOCUMENT**

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**  
**DOCUMENT 00 42 01**

PROJECT NO. 70021 (“Project”) between Oakland Unified School District (the “District” or the “Owner”) and R.F. MacDonald Co.(the “Contractor” or the “Bidder”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site, and I hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: 04/17/2023

Proper Name of Contractor: R.F. MacDonald Co.

Signature: 

Print Name: Matt MacDonald

Title: Vice President of Sales



**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
  
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I 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.

R.F. MacDonald Co.

Name of Contractor



Signature

Matt MacDonald

Print Name

04/17/2023

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: 30162434

Premium: \$4,521.60

**KNOW ALL MEN BY THESE PRESENTS** that we, R. F. MacDonald Co, As Principal, and Western Surety 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-thousand Fourteen Dollars & No/100 Cents (\$314,000) 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 June 8, 2023, for construction of

**The Burbank Preschool Boiler Replacement Project located at 3550 64<sup>th</sup> Avenue, Oakland, which consists of but not limited to:** demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton (the "Contract").

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 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.

OAKLAND UNIFIED SCHOOL DISTRICT  
BURBANK PRESCHOOL  
BOILER REPLACEMENT  
PROJECT NO.:70021

10MAY23PM2:24  
PERFORMANCE BOND  
DOCUMENT 00 61 00

-MULTIPLE SIGN

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 8<sup>th</sup> day of June, 2023, 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)

R. F. MacDonald Co.

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

R.F. MacDonald Co.

25920 Eden Landing Rd, Hayward, CA 94545

\_\_\_\_\_  
(Business Address)


(Affix Corporate Seal)

\_\_\_\_\_  
Western Surety Company

(Corporate Surety)

910 Pleasant Grove Blvd, Su 120-347  
Roseville, CA 95678

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
By:   
Jennifer Gayle Martinez, Attorney-In-Fact

The rate of premium on this bond is 14.40 per thousand.

The total amount of premium charged is \$4,521.60.

The above must be filled in by Corporate Surety.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Robert G Taylor, Mary Beth Smith, Ann Ferguson, Amber Easterday, Jennifer Gayle Martinez, Individually**

of Modesto, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of January, 2023.

WESTERN SURETY COMPANY

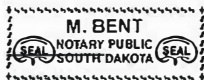


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of January, 2023, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this            day of



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Stanislaus }  
On May 1, 2023 before me, Jennifer Marie Vieira, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jennifer Gayle Martinez  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Jennifer Marie Vieira  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Alameda

On May 10, 2023 before me, Maria Santana, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Sanchez  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: 30162434

Premium: Included

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and R. F. MacDonald Co., 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 Burbank Preschool Boiler Replacement Project located at 3550 64<sup>th</sup> Avenue, Oakland, which consists of but not limited to: demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton (the "Contract").

Which said agreement dated June 8, 2023, 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 Western Surety 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 fourteen thousand and no/100 Dollars (\$314,000) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.



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.

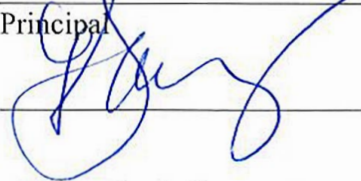
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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 8th day of June, 2023

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

R. F. MacDonald Co.  
Principal



Western Surety Company  
Surety  
910 Pleasant Grove Blvd, Su 120-347  
Roseville, CA 95678

By:   
Jennifer Gayle Martinez, Attorney-In-Fact

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Robert G Taylor, Mary Beth Smith, Ann Ferguson, Amber Easterday, Jennifer Gayle Martinez, Individually**

of Modesto, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of January, 2023.



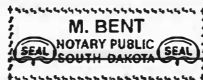
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of January, 2023, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this        day of



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Stanislaus }  
On May 1, 2023 before me, Jennifer Marie Vieira, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jennifer Gayle Martinez  
Name(s) of Signer(s)

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 Jennifer Marie Vieira  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

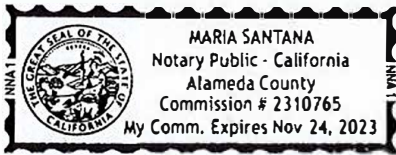
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Alameda }

On May 10, 2023 before me, Maria Santana, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lisa Sanchez  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Burbank Pre School  
 Project: Boiler Replacement  
 Project #: 77021  
 Estimate: \$323,000

Date: Wednesday, March 22, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Marcus Board  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	R.F. MacDonald Company	Base Bid:	\$314,000.00	<b>Required Day of Bid:</b>		
Address:	25920 Eden Landing Road	Allowance:	\$32,000.00	Signed Bid Form		X
City/State:	Hayward, CA 94545	<b>TOTAL:</b>	\$346,000.00	Addendum Acknow.		
Phone:	510-784-1004	Alternates:		Bid Bond		X
Fax:				Non-Collusion		X
				Iran Contracting Certification		X
				Site Visit Certification		X
				Contractor's Sub List		X
				Debarment Suspension & Schd Z		X
				Local Business Participation Form		
				DVBE Forms		X
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>		
Address:		Allowance:	\$32,000.00	Signed Bid Form		
City/State:		<b>TOTAL:</b>		Addendum Acknow.		
Phone:		Alternates:		Bid Bond		
Fax:				Non-Collusion		
				Iran Contracting Certification		
				Site Visit Certification		
				Contractor's Sub List		
				Debarment Suspension & Schd Z		
				Local Business Participation Form		
				DVBE Forms		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>		
Address:		Allowance:	\$32,000.00	Signed Bid Form		
City/State:		<b>TOTAL:</b>		Addendum Acknow.		
Phone:		Alternates:		Bid Bond		
Fax:				Non-Collusion		
				Iran Contracting Certification		
				Site Visit Certification		
				Contractor's Sub List		
				Debarment Suspension & Schd Z		
				Local Business Participation Form		
				DVBE Forms		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>		
Address:		Allowance:	\$32,000.00	Signed Bid Form		
City/State:		<b>TOTAL:</b>		Addendum Acknow.		
Phone:		Alternates:		Bid Bond		
Fax:				Non-Collusion		
				Iran Contracting Certification		
				Site Visit Certification		
				Contractor's Sub List		
				Debarment Suspension & Schd Z		
				Local Business Participation Form		
				DVBE Forms		



Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	
Project Name	BURBANK PRESCHOOL BOILER REPLACEMENT PROJECT
Project Number	70021
Proposed Total Contract Amount	\$314,000.00
BASE BID AMOUNT	\$314,000.00
Proposed Total SLBE Amount (%)	25 %

Bid Opening Date	February 24, 2023
Time:	
Project Manager:	RF MacDonald
Architect:	N/A

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (in \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>PACE SUPPLY CORP</td> <td>Oakland</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>245 Market Street Oakland, CA 94607</td> <td>423720</td> </tr> </table>	Company Name	Certifying Agency	PACE SUPPLY CORP	Oakland	Address, City/State	Certification No. (if available)	245 Market Street Oakland, CA 94607	423720	\$55,000.00	X		
Company Name	Certifying Agency											
PACE SUPPLY CORP	Oakland											
Address, City/State	Certification No. (if available)											
245 Market Street Oakland, CA 94607	423720											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>Level Construction Supply II, LLC</td> <td>Oakland</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>9838 Gould Street Oakland, CA 94603</td> <td>444419</td> </tr> </table>	Company Name	Certifying Agency	Level Construction Supply II, LLC	Oakland	Address, City/State	Certification No. (if available)	9838 Gould Street Oakland, CA 94603	444419	\$28,500.00		X	
Company Name	Certifying Agency											
Level Construction Supply II, LLC	Oakland											
Address, City/State	Certification No. (if available)											
9838 Gould Street Oakland, CA 94603	444419											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>Harris Hoisting</td> <td>Oakland</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>8055 Collins Drive Oakland, CA 94621</td> <td>238290</td> </tr> </table>	Company Name	Certifying Agency	Harris Hoisting	Oakland	Address, City/State	Certification No. (if available)	8055 Collins Drive Oakland, CA 94621	238290	\$28,500.00	X		
Company Name	Certifying Agency											
Harris Hoisting	Oakland											
Address, City/State	Certification No. (if available)											
8055 Collins Drive Oakland, CA 94621	238290											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>ASBESTOS MANAGEMENT GROUP OF CALIFORNIA INC</td> <td>Oakland</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>3438 HELEN STREET OAKLAND, CA 94608</td> <td>562910</td> </tr> </table>	Company Name	Certifying Agency	ASBESTOS MANAGEMENT GROUP OF CALIFORNIA INC	Oakland	Address, City/State	Certification No. (if available)	3438 HELEN STREET OAKLAND, CA 94608	562910	\$50,000.00		X	
Company Name	Certifying Agency											
ASBESTOS MANAGEMENT GROUP OF CALIFORNIA INC	Oakland											
Address, City/State	Certification No. (if available)											
3438 HELEN STREET OAKLAND, CA 94608	562910											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Company Name	Certifying Agency			Address, City/State	Certification No. (if available)						
Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Company Name	Certifying Agency			Address, City/State	Certification No. (if available)						
Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
<b>TOTAL PARTICIPATION</b>	\$ 0	0 %	0 %	0 %								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

**BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of R.F. MacDonald Co., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), demolition and removal of two existing boilers, and related controls from the boiler room. Abatement of all hazardous materials based on ACC environmental report attached and dispose of all debris. Full inspection of the existing condensation pump for its condition and compliance with the new system (Replace if necessary). Installation of two (2) 3,500 MBH cast iron sectional Boilers. Installation of pressure gauges, Installation of the outdoor Air sensor for the boiler lockout, Installation of the boiler related proper safeties. Boilers to connect to the existing flue pipe. Floor drain and the natural gas is available at the boiler room and complete training. Provide As-Builds, Operational Manuals, and Warranties upon completion of the project will be required. Listed below are the recommended manufactures for this project. Boiler types: Cleaver Brooks, Raypack, Weil McLain. Feed/Condensation Pumps: SHIPCO or Similar. Gauges: U.S. Gauges, Marsh, Danton (**the "Contract"**).

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

**Bid Amount (Base Bid):**

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

Three Hundred Fourteen Thousand _____ Dollars <i>Bid Amount</i>	\$ <u>314,000.00</u>
Thirty-Two Thousand _____ Dollars <i>Contingency Allowance</i>	\$ <u>32,000.00</u>



{SR684258}

<p>Three Hundred Fourteen Thousand _____ Dollars <i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p><u>\$346,000.00</u></p>
---	----------------------------

**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>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, 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 specifications and bid as accepted.

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:

25920 Eden Landing Rd. Hayward, CA 94545

Phone: (510) 784-0110 Fax: (510) 784-1004

Our Public Liability and Property Damage Insurance is placed with:  
Zurich American Ins Co

Our Workers' Compensation Insurance is placed with:  
American Zurich Ins Co

OAKLAND UNIFIED SCHOOL DISTRICT  
BURBANK PRESCHOOL  
BOILER REPLACEMENT  
PROJECT NO. 70021

BID FORM  
DOCUMENT 00 31 01

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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 at any time priobefore the scheduled time for opening or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid 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:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by 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. Bids by corporations must be signed 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.

OAKLAND UNIFIED SCHOOL DISTRICT  
BURBANK PRESCHOOL  
BOILER REPLACEMENT  
PROJECT NO. 70021

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Shane Hardesty  
Title: Aftermarket Sales Engineer  
Signature: Shane Hardesty  
Name of Company as Licensed in California: R.F. MacDonald Co.  
Business Address: 25920 Eden Landing Rd. Hayward, CA 94545  
Telephone Number: (510) 784-0110  
California Contractor License No.: 220117  
Class and Expiration Date: A-C4, 01/31 /2024  
Public Works Contractor Registration No.: 1000000825  
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

( Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: March 22, 2023

(Name) Matt MacDonald  
(Chairman, Pres, or Vice-Pres. Vice President of Sales

(Name) Lisa Sanchez  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) CFO

**OAKLAND UNIFIED SCHOOL DISTRICT  
BURBANK PRESCHOOL  
BOILER REPLACEMENT  
PROJECT NO. 70021**

**BID FORM  
DOCUMENT 00 31 01**

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: Bu ban k P e s c h o o B o i l e r R e p l a c e m e n t (Project Name)

PROJECT NO: 70021 BIDDER'S NAME R.F. MacDonald Co.

DIR 10 Digit Registration No: 1000000825

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
BURBANK PRESCHOOL  
BOILER REPLACEMENT  
PROJECT NO.: 70021

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Asbestos and Abatement	\$100,000	Conflo Services (510) 303-3724	Hayward	965030	1000036801
Crane Work	\$12,500	Sheedy (415) 642-6608	San Francisco	108829	1000005388

OAKLAND UNIFIED SCHOOL DISTRICT  
 BURBANK PRESCHOOL  
 BOILER REPLACEMENT  
 PROJECT NO.: 70021

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

{SR526332}


I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 \_\_\_\_\_, 2023, at Hayward [city], CA [state].

Signature: 

Print Name: Shane Hardesty

Title: Aftermarket Sales Engineer

OAKLAND UNIFIED SCHOOL DISTRICT  
 BURBANK PRESCHOOL  
 BOILER REPLACEMENT  
 PROJECT NO.: 70021

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: N/A (To be assigned if Final Payment/Performance Bond is issued)

KNOW ALL MEN BY THESE PRESENTS that we the undersigned R. F. MacDonald Co.-25920 Eden Landing Rd., Hayward, CA 94545 as Principal and Western Surety Company as Surety, are hereby held and firmly bound unto the Oakland Unified School District ("Owner") in the sum of Not to Exceed 10% of Bid Dollars (\$ 10% of Bid ) 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 OUSD Project 70021-Boiler Replacement, in strict accordance with Contract Documents.

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.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 21st day of March, 2023, 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)

R. F. MacDonald Co.

(Principal)

25920 Eden Landing Rd., Hayward, CA 94545

(Business Address)

X

Western Surety Company

(Corporate Surety)

910 Pleasant Grove Blvd, Su 120-347

Roseville, CA 95678

(Business Address)

By:

Jennifer Gayle Martinez, Attorney-In-Fact

The rate or premium of this bond is 1 4.40 per thousand, the total amount of premium charged, \$ 4,521 60.

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Robert G Taylor, Mary Beth Smith, Ann Ferguson, Amber Easterday, Jennifer Gayle Martinez, Individually**

of Modesto, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of January, 2023.



WESTERN SURETY COMPANY

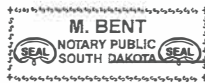
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of January, 2023, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21<sup>st</sup> day of March 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Stanislaus }  
On March 21, 2023 before me, Jennifer Marie Vieira, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jennifer Gayle Martinez  
Name(s) of Signer(s)

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 Jennifer Marie Vieira  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

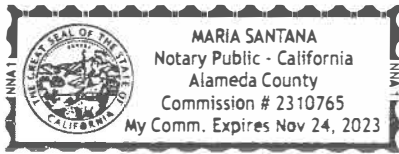
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Alameda }  
On April 19, 2023 before me, Maria Santana, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Lisa Sanchez  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**ADDENDUM NO. 1**

March 17, 2023

**Burbank Elementary School Boiler Replacement Project  
OAKLAND UNIFIED SCHOOL DISTRICT**

**OUSD PROJECT NUMBER 70021**

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

Item #1: This project **is not** subject to the OUSD LBU Requirement: Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE)

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 1



January 26, 2023

Mr. Marcus Board  
Buildings and Grounds Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA

Transmitted electronically: [marcus.board@ousd.org](mailto:marcus.board@ousd.org)

**Re: Limited Asbestos and Lead Survey**  
**Burbank Elementary School**  
**Boiler Replacement Project**  
**Oakland, California**  
*ACC Project No: 3219-311.00*

Dear Mr. Board:

Per your request, ACC Environmental Consultants, Inc. (ACC) performed a limited asbestos and lead paint survey of the above referenced site on January 9, 2023. The survey of the site was performed to identify suspect asbestos-containing building materials and lead-containing paint that may be impacted during the planned boiler replacement project.

ACC conducted the survey of the building according to the scope of work as outlined in the proposal dated December 19, 2022. Building components not associated with the planned project were not sampled. Furthermore, lead sampling was conducted to identify suspect lead-containing coatings that may be disturbed by project activities for the purpose of compliance with Cal-OSHA's Lead in Construction Standard and is not intended to be a "Lead Inspection" or "Lead Risk Assessment" as defined by the California Department of Public Health (CDPH).

ACC did not conduct destructive sampling (i.e. opening wall cavities, removal of sub-floor assemblies, etc.) and as such, if any planned renovation, maintenance or demolition activities will impact concealed materials, additional investigation and sampling should be conducted prior to disturbance of these systems.

### **Asbestos Bulk Sample Results**

Jorge Leon, a Certified Site Surveillance Technician (#15-5527) with ACC, performed bulk sampling of suspect asbestos-containing materials on date. Sixteen samples of suspect materials were submitted for analysis. Copies of the laboratory results are attached.

The samples were delivered to EMSL Analytical, Inc in San Leandro, California; an independent laboratory that participates in the bulk sample proficiency analysis program conducted by the United States Environmental Protection Agency (EPA) and is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were analyzed using Polarized Light Microscopy (PLM) with dispersion staining to estimate percent composition by volume. Samples with less than 1% (<1%) asbestos are designated as "Trace asbestos." Samples with no observable asbestiform minerals are designated as "no asbestos detected."

### Summary of Asbestos Bulk Sample Results

Sample No.	Material Description	Material Location	Results (Standard PLM) <sup>3</sup>	Approx. Quantity <sup>4</sup>	NESHAPS Category <sup>1</sup>	OSHA Class <sup>2</sup>
BI-1-1, 2, 3	Gray Boiler Insulation	Boiler Room – Boiler #1	12% Amosite 20% Chrysotile	125 SF	Friable	Class 1
PI-2-1, 2, 3	Pipe Insulation	Boiler Room – Above Boiler #1	8% Amosite 20% Chrysotile	125 LF	Friable	Class 1
CO-3-1, 2	Gray Concrete Materials	Boiler Room – Boiler #1, Pad	No Asbestos Detected	NQ	N/A	N/A
BI-4-1, 2, 3	Gray Boiler Insulation	Boiler Room – Boiler #2	12% Amosite 20% Chrysotile	125 SF	Friable	Class 1
PI-5-1, 2, 3	Pipe Insulation	Boiler Room – Above Boiler #2	8% Amosite 20% Chrysotile	125 LF	Friable	Class 1
CO-6-1, 2	Gray Concrete Materials	Boiler Room – Boiler #2, Pad	No Asbestos Detected	NQ	N/A	N/A

*\*Approximate quantities should be verified during any project planning as the building was occupied during the survey and ACC was unable to perform a fully destructive investigation to identify all concealed conditions.*

*<sup>1</sup>EPA's NESHAPS regulations define categories of asbestos-containing materials (ACM) based on their potential of asbestos fiber release when disturbed:*

- Friable - Any material containing more than 1 percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.*
- Category I Non-friable ACM (Cat I NF) - Asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than 1 percent asbestos.*
- Category II Non-friable ACM (Cat II NF) - Any material, excluding Category I non-friable ACM containing more than 1 percent asbestos as determined using the methods specified under AHERA, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.*

*<sup>2</sup>OSHA's Asbestos in Construction Standard (Federal - 29 CFR 1910.126 and California – 8 CCR 1529) define specific "Classes" of work based on the risk of exposure to employees with the potential for disturbance of asbestos-containing materials. The classes of work are defined as*

- Class 1 - Asbestos-related activities involving the removal of thermal systems insulation (TSI) and surfacing ACM or presumed ACM.*
- Class 2 - Asbestos-related activities involving the removal of ACM which are not TSI or surfacing ACM.*

*<sup>3</sup>Sample analysis was completed by standard PLM Method. No point counting was completed. As such all positive results should be considered greater than 1% unless point count analysis provides accurate quantification.*

### Asbestos Sampling Conclusions & Recommendations

Based on the sample results, the planned boiler replacement project will impact asbestos-containing materials. The final scope of work should be reviewed against the asbestos survey information. If asbestos-containing materials will be disturbed during the projects, all work should be performed by licensed asbestos abatement contractors

A review of all other asbestos survey information available for the property in conjunction with these results should be conducted prior to proceeding with project activities and when a change in the project scope is developed. If suspect asbestos-containing materials will be impacted that are not addressed in this survey or in the historical survey records, additional sampling should be conducted prior to disturbance. Historical records (typically predating 1995) have limited value for project planning and should be verified with confirmatory inspection and additional sampling as necessary prior to project planning.



## Lead Bulk Sample Results

Jorge Leon, a California Department of Public Health Lead Site Technician (LRC-5049) with ACC, collected five bulk samples to establish lead-paint concentration for clean up and disposal requirements. Samples with detectable amounts of lead must be properly removed and disposed of according to local, state and federal regulations. Lead sampling was conducted to identify suspect lead-containing coatings that may be disturbed by project activities for the purpose of compliance with Cal-OSHA's Lead in Construction Standard and is not intended to be a "Lead Inspection" or "Lead Risk Assessment" as defined by the California Department of Public Health.

The bulk samples were obtained from suspect lead-containing building materials identified at the building. Paint sampling was limited to major paint colors on interior and exterior walls, including the predominant trim color throughout the building and may not represent all accent or trim colors found at the property. Paint colors and/or descriptions are identified based on the surface color observed by ACC at the time of the survey and does not necessarily identify paint descriptions underlying the surface coat.

The samples were delivered to EMSL Analytical, Inc. in San Leandro, California; an independent American Industrial Hygiene Association (AIHA) accredited laboratory, for analysis. Samples were analyzed by Atomic Absorption (AA) Spectroscopy in accordance with the EPA 3050B/7420 Method. The colors, locations, and lead contents of these paints are listed below.

### Summary of Lead Bulk Sample Results

Sample No.	Material Description	Material Location	Lead Content	Approximate Quantity*
PT-1	Silver Paint on Metal	Boiler Room Boiler #1	0.083 wt%	50 SF
PT-2	Gray Paint on Metal	Boiler Room Tank #1	0.35 wt%	45 SF
PT-3	Silver Paint on Metal	Boiler Room Boiler #2	0.14 wt%	50 SF
PT-4	Gray Paint on Metal	Boiler Room, Tanks #2	0.4 wt%	45 SF
PT-5	Beige Paint on Concrete	Boiler Room Walls and Ceilings	0.20 wt%	40 SF

\*Quantity for "paint" reflects approximate area of loose & peeling only, not all painted surfaces. Quantity for "tile" reflects approximate surface area.

Of the five samples collected, none were reported to contain lead above 0.5%, 5,000 parts per million (weight by weight), or 1.0 mg/cm<sup>2</sup> which is the definition for lead based paint by the Environmental Protection Agency (EPA) and the California Department of Public Health (CDPH).

All of the samples were found to have detectable amounts of lead. The OSHA Lead in Construction Standard requires the use of special work practices during the disturbance of paint with any detectable amounts of lead. See OSHA Lead Regulation Summary below.

Lead containing waste materials with a concentration greater than 0.1%, for total lead, is considered hazardous waste in the State of California. Lead containing waste materials with a total lead concentration between 0.005% (50 ppm) and 0.10% (1000 ppm) must be re-analyzed using the waste extraction test (WET) method to determine the soluble lead content for waste disposal requirements.

The EPA – Renovation, Repair and Painting Final Rule (40 CFR 745) requires that renovations conducted for compensation (where lead-based paint will be disturbed) in Target Housing or Child-Occupied facilities, must be performed by Certified Firms using Certified Renovators following the requirements set forth in the regulation.

Contractors are also required to notify the Division of Occupational Safety and Health (DOSH) prior to disturbing greater than 100 square feet or 100 linear feet of material containing lead greater than 0.5% by weight, 5000 parts per million (ppm) or 1.0 milligram per square centimeter (mg/cm<sup>2</sup>).

### OSHA Lead Regulation Summary

The Federal Occupational Safety and Health Administration (OSHA), has enacted a lead standard, which was adopted by the Cal/OSHA as 8 CCR 1532.1. The purpose of both standards is to protect construction workers from exposure to lead. OSHA is primarily concerned with activities that disturb paints with any detectable amounts of lead. Lead was used in most paints until the mid 1950's and was banned in amounts in excess of 0.06% by weight in 1978 for most non-industrial paints by the Consumer Product Safety Commission (CPSC).

The Cal/OSHA standard requires contractors and employers to notify the State of California Division of Occupational Safety and Health (DOSH) prior to disturbing greater than 100 square feet or 100 linear feet of material containing lead greater than 0.5%, 5,000 parts per million (weight by weight), or 1.0 mg/cm<sup>2</sup>. The Cal/OSHA standard also requires contractors and employers who perform paint removal activities to monitor their employees to determine whether they are being exposed in excess of the action level of 30 micrograms per cubic

meter of air ( $\mu\text{g}/\text{m}^3$ ) over an eight-hour time weighted average (TWA) or the “Permissible Exposure Limit” (PEL) of  $50 \mu\text{g}/\text{m}^3$  TWA. Monitoring is performed by personal air sampling.

Even when concentrations are below the action level, an employer must provide employees with High Efficiency Particulate Air (HEPA) filtered vacuums, wetting agents and hand-washing facilities. If the exposure exceeds the action level or the PEL, other procedures such as containing the area, local exhaust ventilation, respiratory and worker protection, worker training, decontamination facilities and medical monitoring are required.

OSHA has identified several work practices that pose varying levels of lead exposure to laborers disturbing lead-containing paint. Estimated exposure levels of lead are founded on the activity itself, rather than the concentrations of lead present in paint. Therefore, as an example, paint that contains 0.5% versus 15% of lead by weight or  $0.8 \text{ mg}/\text{cm}^2$  versus  $3.5 \text{ mg}/\text{cm}^2$  of lead in paint could pose the same exposure levels to workers depending on the activities that cause the disturbance and the administrative and engineering controls that are followed.

The following is a summary of work activities that disturb paint, the expected exposure and the respiratory protection requirements that result as outlined in the OSHA standards:

Activities	Potential Exposure	Minimum Respiratory Protection
Class I activities include: Manual demolition, manual scraping, manual sanding, heat gun applications, general cleanup, power tool cleaning with dust collection systems and spray painting activities	$50 \mu\text{g}/\text{m}^3$ to $500 \mu\text{g}/\text{m}^3$	Half mask air purifying respirator equipped with HEPA filters having a protection factor of 10
Class II activities include: Using lead-containing mortars, lead burning, lead riveting, rivet busting, power tool cleaning without dust collection systems, cleanup of dry expendable abrasives and abrasive blasting	$500 \mu\text{g}/\text{m}^3$ to $2,500 \mu\text{g}/\text{m}^3$	Full face powered air purifying respirators equipped with HEPA filters having a protection factor of 100
Class III activities include: Abrasive blasting, welding, cutting and torch burning on steel structures	Greater than $2,500 \mu\text{g}/\text{m}^3$	Full face supplied air respirator operated in pressure demand mode or other positive pressure mode (type "C")

### Limitations

ACC conducted the limited survey with the standard of care ordinarily exercised by qualified and reputable members of the environmental/industrial hygiene profession based on conditions and practices observed at the property and information provided to ACC related to the project and/or purpose of the survey at the time of the investigation. The survey was limited to specific project areas and was not intended to identify all suspect asbestos-containing materials within the building. Areas and materials not included in the survey should be inspected and sampled prior to any renovation, maintenance, demolition or other activity that may cause disturbance to the materials. This report does not intend to identify all hazards or unsafe practices, nor to indicate that other hazards or unsafe conditions do not exist at the property.

ACC encountered the following inaccessible areas in addition to general concealed conditions (i.e. within wall cavities, above/below solid ceilings or flooring/sub-flooring materials, etc.) and are excluded from the scope of the survey. These areas should be inspected and any suspect asbestos-containing materials sampled for the presence of asbestos prior to any renovation, maintenance, demolition or other activity that may cause disturbance to the materials.

### **Inaccessible Areas**

- Flange Gaskets and Interior Boiler Components were not accessible and not sampled as part of the work. Any material not represented by a sample in the table above should be assumed to contain asbestos and or lead.

Materials that would require intrusive or destructive sampling were generally not sampled as part of the project unless written direction was provided to ACC to perform intrusive and/or destructive sampling on specific building systems, the area was unoccupied at the time of the survey and by performing intrusive/destructive sampling would not create an unsafe condition. Furthermore, ACC shall not be responsible for identifying and/or sampling suspect materials concealed within walls, columns, beneath flooring, above solid ceilings, underground or in any other concealed areas. ACC shall not be responsible for identification, sampling and/or characterization of PCB and lighting/mercury wastes, and water or mold impacted materials. General observations may be noted if ACC observed suspect conditions to the client either separately or within this report.

ACC excludes sampling concrete and asphalt paving as suspect asbestos-containing materials. Aggregate found in these materials may contain asbestos if supplied from quarries located in known ultra-mafic areas. It is possible that prior to recycling and/or disposal, recycling agents or landfills may require sampling of these materials to determine the presence of asbestos prior to acceptance.

ACC excludes characterization of soils in areas on known ultramafic rock (where naturally occurring asbestos may be found in soils) as part of the scope of work. If the project area is located within a known ultramafic rock area, provisions should be made to address regulatory requirements for any planned excavation and grading as part of the project. ACC can provide further detail on regulatory requirements related to naturally occurring asbestos in soils.

Quantities identified may not represent entire quantities of each material in the building based on the scope of the survey.

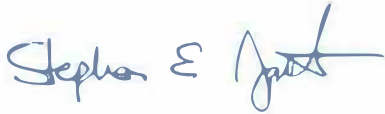
The analyzing laboratory quantifies asbestos concentrations by calibrated visual estimation using standard PLM methodology, with detection of asbestos is material/matrix dependent. Detection of trace asbestos (<1%) may not be reliable or reproducible by PLM and percentage of asbestos weight cannot be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting, gravimetric reduction or Transmission Electron Microscopy for proper characterization of asbestos-containing materials and/or waste-stream analysis.

OUSD – Burbank Elementary School, Boiler Replacement  
Limited Asbestos and Lead Survey Report  
Mr. Marcus Board  
January 26, 2023  
Page 7 of 7

This report is prepared for the express use of Oakland Unified School District, its agents and employees. The information in this report or portions thereof may be required to be included in notifications to employees, occupants, contractors, vendors or other visitors to the building. This report is *not* intended to be used as a specification or work plan for removal of asbestos-containing or other hazardous materials identified in the report or for any work suggested by the report.

Please contact Steve Jackson at (510) 638-8400 ext. 105 if you have any questions.

Sincerely,  
ACC ENVIRONMENTAL CONSULTANTS, INC.



Stephen Jackson  
Senior Project Manager  
Cal-OSHA Certified Asbestos Consultant (CAC #95-1782)  
[Lead I/A/M/S-9148]

Attachments: Asbestos Analysis of Bulk Materials, EMSL Analytical, Lab #092300682, dated 1/12/2023  
Lead in Paint Chips, EMSL Analytical, Lab #92300686, dated 1/10/2023



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2023

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

AGENCY  Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY  Hartford Fire Insurance Co.	
FAX (A/C No): (800) 363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000076869		LOAN NUMBER		POLICY NUMBER 83UUNZH1256
INSURED  R.F. MacDonald Co. 25920 Eden Landing Road Hayward CA 94545 USA		EFFECTIVE DATE 04/01/2023	EXPIRATION DATE 04/01/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :  
570099001619  
Certificate No :

### PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	COVERAGES				AMOUNT OF INSURANCE	DEDUCTIBLE
		BASIC	BROAD	SPECIAL	OTHER		
Commercial Property Coverage	Bklt Real & Personal			X	\$ 15,188,000	\$ 10,000	
	Business Income & Ex				\$ 1,275,000		
Contractors Equipment	Leased or Rented Equ				\$ 500,000	\$ 10,000	

### REMARKS (Including Special Conditions)

Real Property, Personal Property, Business Income and Extra Expense coverage are not applicable to all locations. Business Income and Extra Expense Time Element waiting period is 72 Hours. Oakland Unified School District is included as Loss Payee in accordance with the policy provisions of the Property policy with respect to the property located at above referenced location.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  Oakland Unified School District 955 High Street Oakland CA 94601 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE		<i>Aon Risk Services Central, Inc.</i>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/12/2023

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> R.F. MacDonald Co. 25920 Eden Landing Road Hayward CA 94545 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Zurich Ins Co		40142
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570099001391      **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. Limits shown are as requested

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO348652621	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 3486525-21	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP1T55335A23NF Ex Follow Form & Umbrella	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC348652421	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)**  
 Burbank Elementary School is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Oakland Unified School District 955 High Street Oakland CA 94601 USA	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  <i>Aon Risk Services Central, Inc.</i>





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Burbank Preschool School Boiler Replacement Project</b>	<b>Site</b>	<b>803</b>
<b>Basic Directions</b>			
<b>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.</b>			
<b>Attachment Checklist</b>	<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		

### Contractor Information

<b>Contractor Name</b>	R.F. MacDonald Company	<b>Agency's Contact</b>	Shane Hardesty		
<b>OUSD Vendor ID #</b>	003514	<b>Title</b>	General Manager		
<b>Street Address</b>	25920 Eden Landing Road	<b>City</b>	Hayward	<b>State</b>	CA Zip 94545
<b>Telephone</b>	510-748-0110	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	70021				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-8-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	8-6-2023
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$346,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9914/9049	Fund 140 Deferred Maintenance	010-8150-0-0000-8110-5670-988-9880-9000-0503-99999	5670	\$346,000.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Buildings &amp; Grounds</b>	<i>Marie White</i>			
	<b>Signature</b>	<b>Date Approved</b>	5/12/23		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>			
3.	<b>Chief Business Officer, Facilities Planning and Management</b>				
	<b>Signature</b>	Lozano Smith, approved as to form	<b>Date Approved</b>	5/11/23	
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	Mike Hutchinson	<b>Date Approved</b>	6/8/2023	