

Board Office Use: Legislative File Info.	
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Introduction Date	6-26-2019
Enactment Number	19-1043
Enactment Date	6/26/29 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students.

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Charles Smith, Director of Buildings and Grounds Department

**Board Meeting Date** June 26, 2019

**Subject** Award of Bid and Contract for Construction Services - George Masker, Inc. - Allendale Elementary School Exterior Painting Project

*[Handwritten signature]*

*[Handwritten initials]*

**Action Requested** Approval by the Board of Education of Resolution No. 1819 -0233, Award of Bid and Contract for Construction Services on behalf of the District to George Masker, Inc., Oakland, CA for the Allendale Elementary School Exterior Painting Project in the amount of \$123,500.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Thirty (30) days Calendar Days, commencing June 27, 2019, and ending on July 29, 2019.

**Discussion** Vendor to prep and paint exterior building of entire site.

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Resolution No. 1819 -0233, Award of Bid and Contract for Construction Services on behalf of the District to George Masker, Inc., Oakland, CA for the Allendale Elementary School Exterior Painting Project in the amount of \$123,500.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Thirty (30) days Calendar Days, commencing June 27, 2019, and ending on July 29, 2019.

**Fiscal Impact** RRMA

**Attachments**

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

Legislative File ID No. 19-1399

Department: Buildings & Grounds

Vendor Name: George Masker, Inc.

Project Name: Allendale Exterior Painting Project No.: 19106

Contract Term: Intended Start: 6-27-2019 Intended End: 7-29-2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$123,500.00

Approved by: Charles Smith

**Is Vendor a local Oakland Business or have they meet the requirements of the Local**

**Business Policy?**  Yes (No if Unchecked)

**How was this Vendor selected?**

Vendor was lowest most responsive at bid opening.

**Summarize the services this Vendor will be providing.**

George Masker, Inc. will provide exterior painting services to include pressure wash entire school, scrape loose debris, prime and prep prior to painting, using two (2) coats of exterior premium paint accord to OUSD Paint Standards.

**Was this contract competitively bid?**  Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

**Educational Materials**

**Special Services** contracts for financial, economic, accounting, legal or administrative services

**CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)

**Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)

**Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

**Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

**Emergency** contracts

**Technology** contracts

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

**"Piggyback" Contracts** with other governmental entities

**Perishable Food**

**Sole Source**

**Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

**Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**



**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1819-0233**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE ALLENDALE ELEMENTARY SCHOOL EXTERIOR PAINTING  
PROJECT**

**WHEREAS**, the District has heretofore requested bids, for exterior painting to pressure wash entire school, scrape loose debris, prime and prep prior to painting, using two (2) coats of exterior premium paint according to OUSD Paint Standards.

**WHEREAS**, two (2) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
George Masker, Inc.	Oakland, CA	\$123,500.00
Bay Construction Company	Oakland, CA	\$246,500.00

**WHEREAS**, the responsive bidder has either met the goals for local business participation for a “good-faith” effort to do so as required by the District Policy for such participation;

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **GEORGE MASKER, INC.** for the performance of the bid work, in the amount of **ONE HUNDRED TWENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$123,500.00)** shall be and is hereby accepted; all other bids are rejected, if any: and



**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1819-0233**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE ALLENDALE ELEMENTARY SCHOOL EXTERIOR PAINTING  
PROJECT**

**Page 2 of 2**

**BE IT FURTHER RESOLVED**, that the President and Secretary of this Board be hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **GEORGE MASKER, INC.** for the performance of bid work.

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London, President Aimee Eng

NOES: Shanthi Gonzales

RECUSED: Roseann Torres

ABSENT: Student Directors Yoto Omosowho and Josue Chavez

ABSTAINED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **June 26, 2019**.

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

**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **27th** day of **June 2019**, by and between the Oakland Unified School District (“District” or “Owner”) and **George Masker, Inc.** (“Contractor”) (“Agreement”).

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Allendale Elementary School – Exterior Painting**

PROJECT NO.: **19106**

RESOLUTION NUMBER: **1819-0233**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
  - (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) The Agreement;
  - (iii) The Special Conditions (if any);
  - (iv) Any Supplemental Conditions (if any);
  - (v) The General Conditions;
  - (vi) The remaining Division 0 documents;
  - (vii) The Division 1 Documents (Specifications – General Conditions);
  - (viii) The Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings (if any);
  - (xi) Small-scale drawings (if any).

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Thirty 30** consecutive calendar days (“Contract Time”) **commencing June 27, 2019, and concluding no later than July 29, 2019**, from the date specified in the District's Notice to Proceed. The District shall not

entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

- **Project Completion: One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.**

- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
- b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
- c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
- d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
- e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
- f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
- g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C33- Painting & Decorating Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One Hundred Twenty-Two thousand, no/100

\$122,000.00 (Base Contract Amount)

+ One Thousand, Five Hundred dollars

\$1,500.00, (Contingency Allowance Amount)



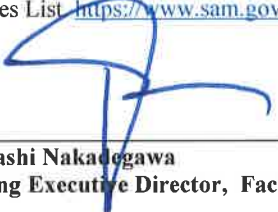
= **One hundred Twenty-Three Thousand, Five Hundred dollars no/100**  
**\$123,500.00, (“Contract Price”)**

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**15. Authority of Contractor’s Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District 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>



\_\_\_\_\_  
**Tadashi Nakadogawa**  
**Acting Executive Director, Facilities Planning & Management**

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: 6/27, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng

Print Name: Aimee Eng

Print Title: President, Board of Education

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Charles Smith

Print Title: Director, of Buildings & Grounds

Dated: June 10, 2019

George E. Masker, Inc. CONTRACTOR

By: [Signature]

Print Name: Alan A. Bjerke

Print Title: President

Approved as to Form:

By: [Signature] 6/10/19

Print Name: Arne Sandberg

Print Title: Special Facilities Counsel

**NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.**

END OF DOCUMENT

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Allendale Elementary School  
 Project: Exterior Painting  
 Project #: 19106  
 Estimate: \$130,000

Date: Thursday, May 30, 2019  
 Time: 2:30 PM  
 Project Mgr: Robert Strong Jr  
 Architect: N/A

Signature of Witness to Bid 

Signature of Bid Opener 

<b>Company:</b>	George E. Masker, Inc.	<b>Base Bid:</b>	\$ 122,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	7699 Edgewater Drive	<b>Allowance:</b>	\$ 1,500.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94621	<b>TOTAL:</b>	\$ 123,500.00	Addendum Acknow.	
<b>Phone:</b>	510-568-1206	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-638-2530			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:36 p.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X

<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$ 245,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr. Way	<b>Allowance:</b>	\$ 1,500.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94609	<b>TOTAL:</b>	\$ 246,500.00	Addendum Acknow.	
<b>Phone:</b>	510-658-7225 ext. 3	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-658-4890			Non-Collusion	X
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:41 p.m.	5/30/2019	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15 p.m.	5/30/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X

<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$1,500.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$1,500.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

### LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **George E. Masker, Inc.**  
 Project: Allendale ES Exterior Painting  
 Project #: 19106  
 Estimate: \$130,000

Bid Opening Date: Thursday, May 30, 2019  
 Time: 2:30 pm  
 Project Mgr: Robert Strong Jr.  
 Architect: N/A

Based Bid

\$ 122,000.00

**LBU Credit Based on Policy**  
**50.0%**

Verified Local Business Participation Discount

2 pts \*

\$ 2,440.00

Based Bid w/ LBP Discount

\$ 119,560.00

\*This firm meets the 50% LBU requirement and receives a 2% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
<b>PRIME Company: George E. Masker, Inc.</b>					
Address: 4769 Edgewater Drive	\$ 91,500.00			75.00%	1
City/State: Oakland, CA					2
Phone: (510) 568-1206					3
					4
<b>Company: M &amp; R Painting and Decorating</b>					
Address: 725 Clara Street	\$ 30,500.00		25.00%		1
City/State: Oakland, CA					2
Phone: (510) 924-7561					3
					4
<b>Company:</b>					
Address:	\$ -		0.00%		1
City/State: Oakland, CA					2
Phone: (510)					3
					4
<b>TOTAL PARTICIPATION</b>	\$ 122,000.00	0.0%	25.0%	75.0%	
					<b>100.0%**</b>

\*\* Total LBU % Proposed

### LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction Company**  
 Project: Allendale ES Exterior Painting  
 Project #: 19106  
 Estimate: \$130,000

Bid Opening Date: Thursday, May 30, 2019  
 Time: 2:30 pm  
 Project Mgr: Robert Strong Jr.  
 Architect: N/A

**LBU Credit Based on Policy**  
**55.1%**

Based Bid \$ 245,000.00  
 Verified Local Business Participation Discount 2 pts \* \$ 4,900.00  
 Based Bid w/ LBP Discount \$ 240,100.00

\*This firm meets the 50% LBU requirement and receives a 2% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
<b>PRIME Company: Bay Construction Company</b>					
Address: 4026 Martin Luther King Jr. Way	\$ 135,000.00		55.1%		1 2 3 4
City/State: Oakland, CA					
Phone: (510) 658-7225 ext. 3					
<b>Company:</b>					
Address:	\$ -		0.00%		1 2 3 4
City/State: Oakland, CA					
Phone: (510)					
<b>Company:</b>					
Address:	\$ -		0.00%		1 2 3 4
City/State: Oakland, CA					
Phone: (510)					
<b>TOTAL PARTICIPATION</b>	\$ 135,000.00	0.0%	55.1%	0.0%	<b>55.1%**</b>

\*\* Total LBU % Proposed

APPROVAL - LBU Compliance Officer

**BID FORM AND PROPOSAL**

Oakland Unified School District ("District" or "Owner")

From: George E. Masker, Inc.  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19106**

**PROJECT: Allendale Elementary – Exterior Painting**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred twenty-two thousand _____	dollars	\$ <u>122,000.00</u>
<b>Base Bid Amount</b>		
One thousand Five Hundred _____	dollars	\$ <u>1,500.00</u>
<b>Contingency Allowance Amount</b>		
One hundred twenty-three thousand five hundred _____	dollars	\$ <u>123,500.00</u>
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</b>		

**Additive/Deductive Alternates:**

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME:  
 Project: Allendale Elementary School Exterior Painting  
 Project #: 19106  
 Estimate:

Bid Opening Date: 5/30/19  
 Time: 2:30 p.m.  
 Project Mgr: Matt Johnson  
 Architect:

Base Bid Dollar Amount	\$ 123,500	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company:</b> George E. Masker, Inc. Address: 7699 Edgewater Dr., Oakland, CA 94621 City/State: Oakland, CA 94621 Phone: (510)568-1206	\$ 92,625	75%			4704
<b>Company:</b> M & R Painting and Decorating Address: 725 Clara Street City/State: Oakland, CA 94603 Phone: 510.924.7561	\$ 30,875		25%		00150666
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$123,500	75%	25%	0.0%	<b>0.0%</b>

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

FACILITIES MGMT  
 31MAY'19PM1:37

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

**SCHEDULE OF UNIT PRICES**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract



Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

5. ~~The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.~~
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/20/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-33 \_\_\_\_\_ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 29th day of May 2019

Name of Bidder: George E. Masker, Inc.

Type of Organization: Coporation

Signed by:  Alan A. Bjerke

Title of Signer: President

Address of Bidder: 7699 Edgewater Drive Oakland, CA 94621

Taxpayer Identification No. of Bidder: 94-1555101

Telephone Number: (510)568-1206

Fax Number: (510)638-2530

E-mail: matt@maskerpainting.com Web Page: www.maskerpainting.com

Contractor's License No(s): No.: 219160 Class: 33 Expiration Date: 4/30/21

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Allendale Elementary School**  
**Exterior Painting**  
**Project No. 19106**  
**May 13, 2019**

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-5**

**BID FORM AND PROPOSAL**

Oakland Unified School District ("District" or "Owner")

From: Marn Lee & Yong Way Inc. DBA, Bay Constructions Co.  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **19106**

**PROJECT: Allendale Elementary - Exterior Painting**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>Two hundred forty-five thousand</u>	dollars	\$ <u>245,000.00</u>
<b>Base Bid Amount</b>		
<u>One thousand Five Hundred</u>	dollars	\$ <u>1,500.00</u>
<b>Contingency Allowance Amount</b>		
<u>Two hundred forty-six thousand five hundred</u>	dollars	\$ <u>246,500.00</u>
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</b>		

**Additive/Deductive Alternates:**

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

# LOCAL BUSINESS PARTICIPATION WORKSHEET

**PRIME Company: Bay Construction Co.**

Project: OUSD Allendale Elementary School Exterior Painting  
 Project #: 19106  
 Estimate:

Bid Opening Dai Thursday, May 30, 2019  
 Time: 2:30 pm  
 Project Mgr:  
 Architect:

Base Bid Dollar Amount	\$ 245,000.00	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	<b>Total Dollar Amount of Work</b>	<b>LBE %</b>	<b>SLB%</b>	<b>SLBR%</b>	<b>City of Oakland Certification No.</b>
<b>PRIME Company: Bay Construction Co.</b> Address: 4026 MLK Jr. Way City/State: Oakland, CA 94609 Phone:	\$ 135,000.00		55.10%		2170
<b>Company: Anchor Singh Painting Inc</b> Address: 4761 Pell drive unit 4 City/State: Sacramento, CA 95838 Phone:	\$ 110,000.00				
<b>Company:</b> Address: City/State: Phone:			0.00%		
<b>Company:</b> Address: City/State: Phone:			0.0%		
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$245,000.00	0.0%	55.1%	0.0%	<b>55.1%</b>

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

**SCHEDULE OF UNIT PRICES**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
		SF			
		<del>SF</del>			
		SF		\$ 600	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract

Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

5. ~~The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.~~
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration
  - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/20/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-33 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 30 day of May 20 19

Name of Bidder: Bay Construction Co.

Type of Organization: Corporation

Signed by:  , Yong Kay

Title of Signer: President

Address of Bidder: 4026 Martin Luther King Jr. Way., Oakland, CA 94609

Taxpayer Identification No. of Bidder: 943 102 890

Telephone Number: (510) 658-7225

Fax Number: (510) 658-4890

E-mail: yongkay@yahoo.com Web Page: www.bayconstructionco.com

Contractor's License No(s): No.: 593411 Class: A,B,C-27,C-33 Expiration Date: 05/31/2020

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Allendale Elementary School  
 Exterior Painting  
 Project No. 19106  
 May 13, 2019

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-5**

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Public Works Contractor Registration No.: 1000000066

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-6**



**SITE VISIT CERTIFICATION**

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

PROJECT: **Hillcrest Elementary School – Exterior Painting**

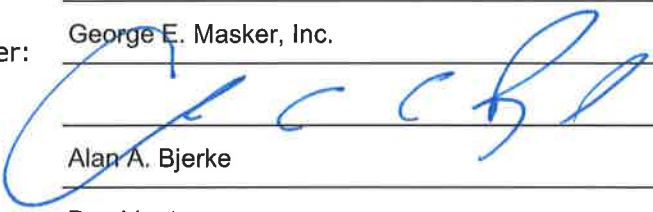
Check option that applies:

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

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

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

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

Date: 5/29/19  
Proper Name of Bidder: George E. Masker, Inc.  
Signature:   
Print Name: Alan A. Bjerke  
Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of George E. Masker, Inc., the party making the foregoing bid.  
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/9/19, [Date]

at Oakland, CA.  
[City] [State]

Date: 5/29/19

Proper Name of Bidder: George E. Masker, Inc.

Signature: 

Print Name: Alan A. Bjerke

Title: President

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Hillcrest Elementary School  
Exterior Painting  
Project No. 19105  
May 13, 2019**

**NON-COLLUSION  
DECLARATION  
DOCUMENT 00 45 00**

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, George E. Masker, Inc., as Principal ("Principal"),

and Western Surety Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of The Total Amount Bid\*\*\*\*\* Dollars (\$ 10%\*\*\*\*\*)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Allendale Exterior Repaint ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, 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 the Contract or the call for bids, or to the work, or to the specifications.

**OAKLAND UNIFIED SCHOOL DISTRICT**

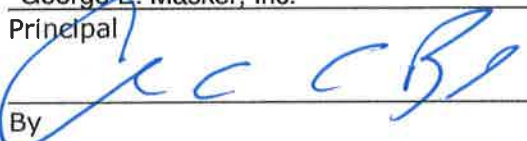
Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019


**BID BOND  
DOCUMENT 00 43 13-1**

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal and Surety above named, on the 23rd day of May, 2019.

George E. Masker, Inc.  
Principal  
  
By

Western Surety Company  
Surety  
  
By John J. Daley, Attorney-in-Fact

Poms and Associates Insurance Brokers  
Name of California Agent of Surety  
1255 Treat Blvd., Suite 240  
Walnut Creek, CA 94597  
Address of California Agent of Surety  
(925) 338-8400  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**

Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019

**BID BOND  
DOCUMENT 00 43 13-2**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On May 23, 2019 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or 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 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   
signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document Bid Bond

Document Date: May 23, 2019 Number of Pages: Two(02)

Signer(s) Other Than Named Above! N/A

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

Signer's Name: John J. Daley  
 Individual  
 Corporate Officer --Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Western Surety Company

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



Signer Is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the  
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day  
of MARCH, 1975, I have hereunto set  
my hand and caused my official seal to be affixed this 21ST  
day of MARCH, 1975.

Fee  
Rec. No.  
Filed

By

WESLEY J. KINDER  
Insurance Commissioner

  
Deputy

NOTICE:  
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# 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

**L B Barnett, Kenneth J Goodwin, John J Daley, Amy Chan, Individually**

of Woodland Hills, 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 20th day of April, 2017.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of April, 2017, 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  
June 23, 2021



*J. Mohr*

J. Mohr, 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 23rd day of MAY, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

DOCUMENT 00 43 13

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

Mark Lee and Yong Kay Inc. dba

That the undersigned, Bay Construction Co., as Principal ("Principal"),

and Indemnity Company of California, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten percent of total amount of bid Dollars (\$ 10% of bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: 19106  
Allendale Elementary School Exterior Painting ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, 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 the Contract or the call for bids, or to the work, or to the specifications.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019

**BID BOND  
DOCUMENT 00 43 13-1**



In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 23rd day of May, 2019.

Mark Lee and Yong Kay Inc. dba Bay Construction Co.

Principal

By 

Indemnity Company of California

Surety

By  Anthony F. Angelicola, Attorney-in-Fact

First Pacific Bonding

Name of California Agent of Surety

5 Third Street, #825, San Francisco, CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**

Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019

**BID BOND  
DOCUMENT 00 43 13-2**

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**

SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Indemnity Company of California**

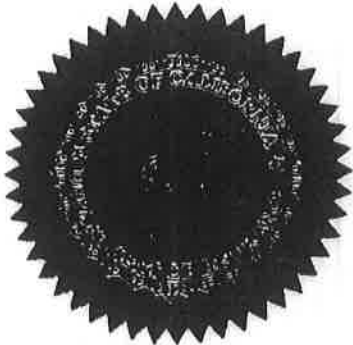
*of California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Marine, Surety, Liability, and Automobile**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10<sup>th</sup> day of April, 2013,  
I have hereunto set my hand and caused my official seal to be affixed  
this 10<sup>th</sup> day of April, 2013.



Dave Jones  
Insurance Commissioner

By

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint: \*\*\*Anthony F. Angelicola\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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

State of California  
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
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 *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 23rd day of May, 2019.

By: *Cassie J. Barrisford*  
Cassie J. Barrisford, Assistant Secretary



**CALIFORNIA ALL-PURPOSE 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 San Francisco )

On 5/23/19 before me, Eliannet Sandoval Oquendo, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Anthony F. Angelicola  
*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 Eliannet Sandoval Oquendo  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is 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's Name: \_\_\_\_\_
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**SITE VISIT CERTIFICATION**

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

PROJECT: **Allendale Elementary School – Exterior Painting**

Check option that applies:

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


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

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

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

Date: 05/30/19

Proper Name of Bidder: Mark Lee & Yong Kay Inc. DBA, Bay Construction Co.

Signature: 

Print Name: Yong Kay

Title: President

END OF DOCUMENT

**NON-COLLUSION DECLARATION**  
**(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of Bay Construction Co., the party making the foregoing bid.  
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/30/19,  
[Date]

at Oakland, CA.  
[City] [State]

Date: 05/30/19

Proper Name of Bidder: Marn Lee & Yong Kay inc DBA, Bay Construction Co.

Signature: 

Print Name: Yong Kay

Title: President

END OF DOCUMENT

Executed in Duplicate

DOCUMENT 00 61 13.13

Bond Number: 30034808  
Premium: \$1,235.00  
Based on Total Contract Amount

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and George E. Masker, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Allendale Elementary School - Exterior Painting, Project No. 19106

("Project" or "Contract") which Contract dated June 27, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

One Hundred Twenty Three Thousand Five Hundred and 00/100 Dollars\*\*\*\*\*

Dollars (\$ 123,500.00\*\*\*\*\*), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Allendale Elementary School**  
**Exterior Painting**  
**Project No. 19106**  
**May 13, 2019**

**PERFORMANCE BOND**  
**DOCUMENT 00 61 13.13-1**

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

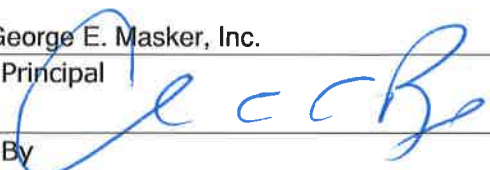
As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

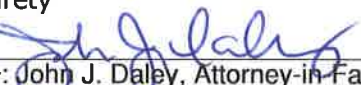
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10th day of June, 2019.

George E. Masker, Inc.  
Principal

By



Western Surety Company  
Surety

By:  John J. Daley, Attorney-in-Fact

Poms & Associates Insurance Brokers, LLC  
Name of California Agent of Surety

1255 Treat Blvd, Ste 240, Walnut Creek, CA 94597  
Address of California Agent of Surety



925/338-8400

Telephone No. of California Agent of Surety

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**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT  
Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019**

**PERFORMANCE BOND  
DOCUMENT 00 61 13.13-3**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California \_\_\_\_\_

County of Contra Costa

On June 10, 2019 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or 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 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

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

#### Description of Attached Document

Title or Type of Document Bond Number: 30034808

Document Date: June 10, 2019 Number of Pages: Three(03)

Signer(s) Other Than Named Above! N/A

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

Signer's Name: John J. Daley

- Individual
- Corporate Officer --Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Western Surety Company

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

- Individual
- Corporate Officer --Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER  
Insurance Commissioner

  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# 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

**L B Barnett, Kenneth J Goodwin, John J Daley, Amy Chan, Individually**

of Woodland Hills, 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 20th day of April, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of April, 2017, 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  
June 23, 2021



J. Mohr  
J. Mohr, 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 11th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and George E. Masker, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Allendale Elementary School - Exterior Painting, Project No. 19106

("Project" or "Contract") which Contract dated June 27, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Twenty Three Thousand Five Hundred and 00/100 Dollars Dollars (\$123,500.00\*\*\*\*\*), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to 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 Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee 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 under section 9100 of the Civil Code, 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 affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10th day of June, 2019.

George E. Masker, Inc.

Principal

By

Western Surety Company

Surety

By: John J. Daley, Attorney-in-Fact

Poms & Associates Insurance Brokers, LLC

Name of California Agent of Surety

1255 Treat Blvd, Ste 240, Walnut Creek, CA 94597

Address of California Agent of Surety

925/338-8400

Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT  
Allendale Elementary School  
Exterior Painting  
Project No. 19106  
May 13, 2019**

**PAYMENT BOND  
DOCUMENT 00 61 13.16-2**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California \_\_\_\_\_

County of Contra Costa

On June 10, 2019 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley  
Name(s) or 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 Above

Signature \_\_\_\_\_  
signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

#### Description of Attached Document

Title or Type of Document Bond Number: 30034808

Document Date: June 10, 2019 Number of Pages: Two(02)

Signer(s) Other Than Named Above! N/A

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

Signer's Name: John J. Daley

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Western Surety Company

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

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER  
Insurance Commissioner

*Walter M. Deales*  
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



# 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

**L B Barnett, Kenneth J Goodwin, John J Daley, Amy Chan, Individually**

of Woodland Hills, 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 20th day of April, 2017.

WESTERN SURETY COMPANY

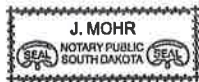


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of April, 2017, 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  
June 23, 2021



J. Mohr  
J. Mohr, 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 11th day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2019

**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> Risk Concepts Ins Brokers Acrisure of California, LLC 3480 Buskirk Ave, Suite 260 Pleasant Hill CA 94523		<b>CONTACT NAME:</b> Certificates	
		<b>PHONE (A/C, No, Ext):</b> 925-933-9200	<b>FAX (A/C, No):</b> 925-350-6856
		<b>E-MAIL ADDRESS:</b> Certificates@rcibrokers.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Navigators Specialty Insurance Co	<b>NAIC #</b> 36056
		<b>INSURER B:</b> Allmerica Financial Benefit	41840
		<b>INSURER C:</b> Navigators Insurance Company	42307
		<b>INSURER D:</b> Hanover Insurance Group	22292
		<b>INSURER E:</b> State Compensation Ins. Fund	35076
		<b>INSURER F:</b> Homeland Insurance Co of New York	34452

**COVERAGES CERTIFICATE NUMBER:** 1890693439 **REVISION NUMBER:** #7\*\*

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <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	Y	SF18CGL2019281C	10/1/2018	10/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							BI & PD Deductible	\$ 10,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input 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	Y	Y	AWFD047555	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PD Deductible	\$ 1,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SF18EXC791050IV	10/1/2018	10/1/2019	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
E	<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 N	9243117-2019	1/1/2019	1/1/2020	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	Deductible: N/A
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Leased/Rented Equipment			RH3-D706555-00	10/1/2018	10/1/2019	Limit/Deductible	\$250,000/\$1,000
F	Environmental Liability			793004036 0001	12/1/2017	12/1/2019	Limit/Deductible	\$2,000,000/\$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage afforded to all parties is governed by attached endorsements and policy terms/conditions to which they apply. Excess Liability Follows Underlying Policies listed subject to policy terms, conditions, exclusions  
 Despite specific wording as required by the Certificateholder, all of the disclaimer language on the Certificate of Insurance as issued remains in full effect.  
 I #: 33756; CH #19106  
 Job: Allendale Elementary School - Exterior Painting, 3670 Penniman Avenue, Oakland, CA 94619.  
 Additional Insured(s) including primary are included subject to coverage afforded by applicable endorsements and policy terms/conditions to which they apply. :  
 Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s). 7\*\*

<b>CERTIFICATE HOLDER</b>  33756 Oakland Unified School District 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects "Commercial Construction", and only as respects occurrences subsequent to the making of such written contract.</p> <p>As used in this endorsement, "Commercial Construction" means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit.</p>	<p>Where specified by written contract, but only as respects "Commercial Construction".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description and Location of Operation(s):**

**ALL OPERATIONS AT LOCATIONS AT WHICH THE INSURED WAS AT ANY TIME:**

- 1. COVERED, OFFERED COVERAGE, OR DENIED COVERAGE; OR**
- 2. ENROLLED, OFFERED ENROLLMENT, OR NOT ALLOWED TO ENROLL UNDER A WRAP-UP PROGRAM.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as the construction project in which you are involved is or was subject to a consolidated (wrap-up) insurance program obtained by the prime contractor/project manager or owner of the construction project.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;**
- (2) Has limits adequate to cover all claims;**
- (3) Remains in effect; or**
- (4) Enrolled you in the program.**

This Exclusion does not apply to "bodily injury" or "property damage" not included in the "products-completed operations hazard" that is related to but does not take place at the location of a project covered by a Wrap-up Program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

**BLANKET AS REQUIRED BY WRITTEN CONTRACT, AGREEMENT,  
OR PERMIT.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

REP D8  
9243117-19  
NEW  
SP  
1-32-19-06  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2019 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

~~AND EXPIRING JANUARY 1, 2020 AT 12.01 A.M.~~

GEORGE E MASKER INC  
7699 EDGEWATER DR  
OAKLAND, CA 94621

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: DECEMBER 27, 2018

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	Where specified by written contract but only as respects "Commercial Construction"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Allendale Exterior Painting Project	Site	101
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	George Masker, Inc.	Agency's Contact	Alan Bjerke				
OUSD Vendor ID #	001819	Title	President				
Street Address	7699 Edgewater Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-568-1208	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	19108						

Term			
Date Work Will Begin	6-27-2019	Date Work Will End By <small>(not more than 5 years from start date)</small>	7-29-2019

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$123,500.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to build and/or a contract using LEP funds, please contact the State and Federal Office before completing this routing.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
8150	RRMA	010-8150-0-0000-8110-5670-988-9880-9000-0503-99999	5670	\$123,500.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management <i>BEG</i>			
	Signature <i>[Signature]</i>	Date Approved	6/6/19	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature <i>[Signature]</i> (as to term only)	Date Approved	6/10/19	
3.	Deputy Chief, Facilities Planning and Management			
	Signature <i>[Signature]</i>	Date Approved	6/11/19	
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		