

Board Office Use: Legislative File Info.	
File ID Number	23-1178
Introduction Date	5-24-2023
Enactment Number	23-0887
Enactment Date	5/24/2023 CJH



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** 5-24-2023

**Subject** Agreement Between Owner and Contractor – Andy’s Roofing Company, Inc. – Skyline High School Cafeteria Roof Replacement Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Andy’s Roofing Company, Inc.**, San Leandro, California, for the latter to provide removal and installation of new roof which consist of removing the existing roofing system down to the underlying roof deck; installation of a new flute in-fill at structural roof deck, removal of spalled sections of cement plaster, plaster to match existing in texture and finish for the **Skyline High School Cafeteria Roof Replacement Project** in the amount of **\$258,145.00**, which includes a contingency of **\$33,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and required to be completed within sixty days (60), with an anticipated ending of **July 23, 2023**.

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

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

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Andy’s Roofing Company, Inc., San Leandro, California, for the latter to provide removal and installation of new roof which consist of removing the existing roofing system down to the underlying roof deck; installation of a new flute in-fill at structural roof deck, removal of spalled sections of cement plaster, plaster to match existing in texture and finish for the Skyline High School Cafeteria Roof Replacement Project in the amount of \$258,145.00, which includes a contingency of \$33,000.00, as the lowest responsive bidder, with the work anticipated to commence on May 25, 2023, and required to be completed within sixty days (60), with an anticipated ending of July 23, 2023.

**Fiscal Impact** Fund 140 Deferred Maintenance

**Attachments**

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 23-1178

**Department:** Facilities Planning and Management

**Vendor Name:** Andy's Roofing Company, Inc.

**Project Name:** Skyline High School Cafeteria Roofing Replacement **Project No.:** 70004

**Contract Term:** Intended Start: May 25, 2023 Intended End: July 23, 2023

**Total Cost Over Contract Term:** \$258,145.00

**Approved by:** Lisa Grant-Dawson

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

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

**How was this contractor or vendor selected?**

Andy's Roofing Company, Inc. was selected by the district as the lowest responsible and responsive bid.

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

Andy's Roofing Company, Inc., will provide removal and installation of new roof which consist of removing the existing roofing system down to the underlying roof deck; installation of a new flute in-fill at structural roof deck, removal of spalled sections of cement plaster, plaster to match existing in texture and finish for the Skyline High School Cafeteria Roof Replacement Project

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **May 25, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **ANDY’S ROOFING COMPANY, INC.** hereinafter called the “Contractor.”

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

### **ARTICLE I. SCOPE OF WORK.**

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

the Skyline High School Cafeteria Roof Replacement Project, 12250 Skyline Blvd, Oakland, CA, 94619,

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

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

and other Contract Documents relating thereto.

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

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

### **ARTICLE II. CONTRACT DOCUMENTS.**

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

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **May 25, 2023**, in which case the deadline for Completion would be **July 23, 2023**.

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

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

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the

Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

#### **ARTICLE IV. PAYMENT AND RETENTION.**

The Owner agrees to pay the Contractor in current funds **TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS NO/100 (\$258,145.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY-THREE THOUSAND DOLLARS NO/100 (\$3,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such

payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

#### **ARTICLE V. CHANGES.**

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

#### **ARTICLE VI. TERMINATION.**

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

#### **ARTICLE VII. PREVAILING WAGES.**

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



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

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

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

## **ARTICLE VIII. WORKING HOURS.**

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

or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

#### **ARTICLE IX. APPRENTICES.**

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

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

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

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

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

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

By this statement the Contractor represents that it has secured the payment of Workers'

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

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

**ARTICLE XII. ENTIRE AGREEMENT.**

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

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

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

**ARTICLE XV. BINDING EFFECT.**

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking

any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.**

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

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

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


**ARTICLE XIX. WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION**

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

**CONTRACTOR:**  
**ANDY’S ROOFING COMPANY, INC.**

Signature: 

Name: Jonathan W. Engquist Date: 5/2/23

(Chairman, Pres., or Vice-Pres. \_\_\_\_\_)

Signature   
Name: Jonathan W. Engquist

Date: 5/2/23

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

OAKLAND UNIFIED SCHOOL DISTRICT



Mike Hutchinson, President, Board of Education

5/25/2023

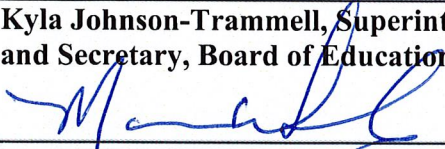
Date



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

5/25/2023

Date



Marc White, Director, Buildings and Grounds

5/10/23

Date

Approved As To Form: Limited Approval



5/9/23

OUSD Facilities Legal Counsel

Date

CALIFORNIA CONTRACTOR'S LICENSE NO.

LICENSE EXPIRATION DATE

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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Skyline High School  
 Project: Cafeteria Roof Replacement  
 Project #: 70004  
 Estimate: \$330,000

Date: Thursday, April 6, 2023  
 Time: 2:00 P.M.  
 Project Mgr: Marcus Board  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Best Contracting Services, Inc.	Base Bid:	\$294,800.00		<b>Required Day of Bid:</b>	
Address:	19027 S Hamilton Ave	Allowance:	\$33,000.00		Signed Bid Form	X
City/State:	Gardena, CA 90248	<b>TOTAL:</b>	\$327,800.00		Addendum Acknow.	X
Phone:	310-328-6969	Alternates:			Bid Bond	X
Fax:	310-328-9176				Non-Collusion	X
					Iran Contracting Certification	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			12:57 PM	4/6/2023	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	N/A
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
			2:07 PM	4/6/2023		

<b>Company:</b>	Andy's Roofing Co., Inc.	Base Bid:	\$225,145.00		<b>Required Day of Bid:</b>	
Address:	2161 Adams Ave	Allowance:	\$33,000.00		Signed Bid Form	X
City/State:	San Leandro, CA 94577	<b>TOTAL:</b>	\$258,145.00		Addendum Acknow.	X
Phone:	510-777-1100	Alternates:			Bid Bond	X
Fax:	510-777-1102				Non-Collusion	X
					Iran Contracting Certification	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			1:39 PM	4/6/2023	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	N/A
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
			2:07 PM	4/6/2023		

<b>Company:</b>	Stronger Building Services	Base Bid:	\$358,000.00		<b>Required Day of Bid:</b>	
Address:	580 Harlan Street	Allowance:	\$33,000.00		Signed Bid Form	X
City/State:	San Leandro, CA 94577	<b>TOTAL:</b>	\$391,000.00		Addendum Acknow.	X
Phone:	510-487-8363	Alternates:			Bid Bond	X
Fax:	510-487-8246				Non-Collusion	X
					Iran Contracting Certification	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			1:45 PM	4/6/2023	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	N/A
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
			2:07 PM	4/6/2023		

<b>Company:</b>		Base Bid:			<b>Required Day of Bid:</b>	
Address:		Allowance:	\$33,000.00		Signed Bid Form	
City/State:		<b>TOTAL:</b>			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

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

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

Dear Board Members:

The undersigned, doing business under the firm name of Andy's Roofing Co., Inc, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), Removal of following: entire existing roofing system down to the underlying roof deck; existing plywood framing at roof perimeter edge; all damaged steel roof deck; all defective plywood sheathing at skylight penetrations; all existing insulation. Installation of the following: a new flute in-fill at structural roof deck; a new modified bitumen roof system. Torch on with cover board. Application of new PMMA flashing at penetrations; a new drain assemblies, including new strainers and deck plates; a new splash blocks; Application of CALOSHA-compliant warning strip approximately six feet from roof edge. Replacement of defective plywood sheathing at skylight penetrations. At the interior, paint new plywood to match interior finishes. Removal of paint at inboard face of steel perimeter edge, followed by the application of a new corrosion-inhibiting coating and new PMMA flashing extending a minimum of 4" at the newly installed roof surface. (Only if necessary) Removal of spalled sections of cement plaster. Saw cutting and squaring off all edges, patch work shall be a ½-inch minimum depth. Application of bonding agent in accordance with manufacturer's instructions. Application of new cement plaster in lifts. New plaster shall match existing in texture and finish. (the "Contract").

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

**Bid Amount (Base Bid):**

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

Two hundred Twenty Five Thousand One Hundred Forty Five Dollars <i>Bid Amount</i>	\$ 225,145
Thirty-Three Thousand Dollars <i>Contingency Allowance</i>	\$33,000.00

{SR684258}

Two Hundred Fifty Eight Thousand One Hundred Forty Five Dollars	\$ 258,145
<i>Total Base Bid Amount</i>	
<i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i>	

**Miscellaneous:**

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

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

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

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

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Mailed: 2161 Adams Ave, San Leandro, CA 94577

Fax: 510-777-1102

Our Public Liability and Property Damage Insurance is placed with:

National Fire Insurance Company Hartford

Our Workers' Compensation Insurance is placed with:

Redwood Fire & Casualty Insurance Company

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO. 70004

BID FORM  
DOCUMENT 00 31 01

{SR684258}2



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

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

Addendum No. \_\_ Date \_\_ Addendum No. 1 Date 03/22/23  
Addendum No. \_\_ Date \_\_ Addendum No. 2 Date 03/23/23  
Addendum No. \_\_\_\_ Date \_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_

This bid may be withdrawn at any time prior before the scheduled time for opening or any authorized postponement thereof.

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

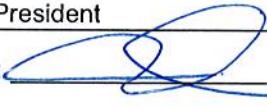
Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO. 70004

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Jonathan W. Engquist  
Title: President  
Signature:   
Name of Company as Licensed in California: Andy's Roofing Co Inc  
Business Address: 2161 Adams Ave, San Leandro, CA 94577  
Telephone Number: 510-777-1100  
California Contractor License No.: 521860  
Class and Expiration Date: C-39, B  
Public Works Contractor Registration No.: 1000002720  
State of Incorporation, if Applicable: CA

INDIVIDUAL:

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

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

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

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

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

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: April 6, 2023

(Name) Jonathan W. Engquist  
(Chairman, Pres, or Vice-Pres. President)

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO. 70004

BID FORM  
DOCUMENT 00 31 01

(Name) Jonathan W. Engquist



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

**OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO. 70004**

**BID FORM  
DOCUMENT 00 31 01**



Andy's Roofing Company, Inc.

"A Professional Roofing Service Since 1957"

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CERTIFICATION BY SECRETARY  
OF CORPORATE RESOLUTION

At the meeting of the Directors of Andy's Roofing Co. Inc., a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on August 14<sup>th</sup>, 2020, at which a quorum of the directors was present, the following resolution was adopted by unanimous written consent to wit:

RESOLVED, that either Jonathan W. Engquist, President, and/or Jonathan "JD" D. Engquist, Vice President, are hereby authorized to sign contracts/agreements and associated documents in the name of and on behalf of Andy's Roofing Co. Inc.

I, JD Engquist, Secretary of Andy's Roofing Co. Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on August 14<sup>th</sup>, 2020, and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the corporation.

Date: 8/14/2020

  
\_\_\_\_\_  
JD Engquist, Secretary

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

Bond Number: BID

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

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Project No. 70004; Roofing in  
strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO: 70004

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 31st day of March, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Andy's Roofing Company, Inc.

(Principal)

2161 Adams Ave., San Leandro, CA 94577

(Business Address)

By: 

The Ohio Casualty Insurance Company

(Corporate Surety)

175 Berkeley Street Boston, MA 02116

(Business Address)

By: 

Erica E. Mosley, Attorney-in-Fact

The rate or premium of this bond is zero per thousand, the total amount of premium charged, \$ 0.00.

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

# 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 Washington  
County of Pierce )

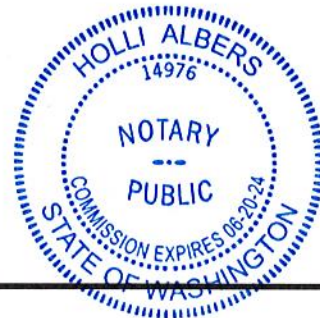
On 03/31/2023 before me, Holli Albers, Notary Public  
(insert name and title of the officer)

personally appeared Erica E. Mosley, Attorney-in-Fact,  
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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Holli Albers (Seal)  
Expiration: 06/20/2024





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208733-971868

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi Kohlhorst; Brenda Lopez; Chelsea Grell; Erica E. Mosley; Francis Michael Heffernan; Heather Pate; Julia Ortega; Kelly Cordova; Kimberley D. Roman; Reynette Reuter; Sarah Pienovi; Sarah Shafor; Shila Lay; Stephanie E. Worden; Sydney Kish; Teri L. Koehler

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Skyline High School Cafeteria Replacement

The undersigned declares:

I am the President of Andy's Roofing Co., Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder 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 April 6, 2023 at San Leandro [city], CA [state].

  
\_\_\_\_\_  
Signature

Jonathan W. Engquist  
\_\_\_\_\_  
Print Name

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Skyline High School Cafeteria Roof Replacement Project

I, Jonathan W. Engquist, declare that I am the President  
*[insert title]* of Andy's Roofing Co., Inc, the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Andy's Roofing Co., Inc *[insert name of entity]* to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Andy's Roofing Co., Inc *[insert name of entity]* will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on April 6 2023, at San Leandro*[city]*,  
CA *[state]*.

Date: April 6, 2023

  
\_\_\_\_\_  
Signature

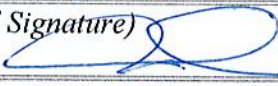
Print Name: Jonathan W. Engquist  
Print Title: President

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

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

**OPTION #1 - CERTIFICATION**

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

<i>Bidder Name/Financial Institution (Printed)</i> Andy's Roofing Co., Inc		<i>Federal ID Number (or n/a)</i> 77-0157073
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jonathan W. Engquist / President		
<i>Date Executed</i> April 6, 2023	<i>Executed in</i> San Leandro, CA	

**OPTION #2 – EXEMPTION**

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

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**Andy's Roofing Company Inc.**

*"A Professional Roofing Service Since 1957"*

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**Project Name/Identification:** Roof Replacement Hayward High School

**Location:** 1633 East Ave, Hayward, CA 94541

**Owner:** Hayward Unified School District

**Owner Contact (Name and Current Phone #):** Rose Garcia (510)784-2600

**Owner Contact Email:** [rosegarcia@husd.k12.ca.us](mailto:rosegarcia@husd.k12.ca.us)

**Competitive Bid**

**Architect or Engineer:** Skyline Engineering

**Architect or Engineer Contact (Name and Current Phone #):** (831)663-6188

**Description of Project, Scope of Work Performed:** Roof Replacement

**Original Scheduled Completion Date:** 8/14/2020

**Actual Date of Completion:** 11/07/2020

**Total Value of Construction (including change orders):** \$2,807,978

**Original Value of Construction:** \$2,807,978

**3A.** 3 additional months

**3B.** Delay happened due to weather and added change orders from Owner.

**Project Name/Identification:** Ruus Elementary School

**Location:** 28027 Dickens Ave, Hayward Ca 94544

**Owner:** Hayward Unified School District

**Owner Contact (Name and Current Phone #):** Rose Garcia (510)784-2600

**Owner Contact Email:** [rosegarcia@husd.k12.ca.us](mailto:rosegarcia@husd.k12.ca.us)

**Competitive Bid**

**Description of Project, Scope of Work Performed:** Single Ply TPO Re-Roof

**Original Scheduled Completion Date:** 8/14/2020

**Actual Date of Completion:** 10/17/2020

**Total Value of Construction (including change orders):** \$717,278

**Original Value of Construction:** \$717,278

**3A.** 2 additional months

**3B.** Delay due to added change orders.

**Project Name/Identification:** 2022 Summer Roofing Project Package #2

**Location:**

Pine Hallow Middle School -5522 Pine Hollow Rd, Concord, CA 94521

Highland Middle School - 1326 Pennsylvania Blvd, Concord, CA 94521

El Dorado Middle School -1750 West St, Concord, CA 94521

Westwood Elementary School - 1748 West St, Concord, CA 94521

**Owner:** MT. Diablo Unified School District

**Owner Contact (Name and Current Phone #):** Diana Engel (Purchasing Dept.) (925)825-7440

**Owner Contact Email:** [engelholmesd@mdusd.org](mailto:engelholmesd@mdusd.org)

**Description of Project, Scope of Work Performed:** Built up Roof

**Original Scheduled Completion Date:** 8/12/2022



**Andy's Roofing Company Inc.**

*"A Professional Roofing Service Since 1957"*

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**Actual Date of Completion: 10/31/2022**

**Total Value of Construction (including change orders): \$5,184,460**

**Original Value of Construction: \$5,378,860**

**3A. 2 additional months**

**3B. Delay due to weather and added change orders.**

**Project Name/Identification: Branciforte MS Reroofing 2019**

**Location: 315 Poplar Ave, Santa Cruz, CA 95062**

**Owner: S.anta Cruz City School**

**Owner Contact (Name and Current Phone#): Tricia Hayes (831)429-3410**

**Owner Contact Email: thayes@scc.santacruz.k12.us**

**Description of Project, Scope of Work Performed: Re-roofing**

**Original Scheduled Completion Date: 08/10/2018**

**Actual Date of Completion: 09/21/2018**

**Total Value of Construction (including change orders): \$1,198,474**

**Original Value of Construction: \$1,092,400**

**3A. 30 days**

**3B. Delay due to change orders**


**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
Andy's Roofing Co., Inc Company Name		 Signature of Authorized Representative	
2161 Adams Ave, San Leandro, CA 94577 Address		Jonathan W. Engquist Type or Print Name	
510 Area Code	777-1100 Phone	April 6, 2023 Date	Jonathan W. Engquist Type or Print Name

**END OF DOCUMENT**

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

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

PROJECT: Skyline High School Cafeteria Roof Replacement **Project**

Check option that applies:

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

I certify that Ramon Castaneda (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: April 6, 2023

Proper Name of Bidder: Andy's Roofing Co., Inc

Signature:  \_\_\_\_\_

Print Name: Jonathan W. Engquist

Title: President

END OF DOCUMENT

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

Duplicate Original

Bond Number: 070219206

**KNOW ALL MEN BY THESE PRESENTS** that we, Andy's Roofing Company, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Two Hundred Fifty-Eight Thousand One Hundred Forty-Five and 00/100 Dollars (\$ 258,145.00 ) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 25, 2023, for construction of

**The Skyline High School Cafeteria Roof Replacement Project located at: 12250 Skyline Blvd, Oakland, which consists of but not limited to:** Removal of following: entire existing roofing system down to the underlying roof deck; existing plywood framing at roof perimeter edge; all damaged steel roof deck; all defective plywood sheathing at skylight penetrations; all existing insulation. Installation of the following: a new flute in-fill at structural roof deck; a new modified bitumen roof system. Torch on with cover board. Application of new PMMA flashing at penetrations; a new drain assemblies, including new strainers and deck plates; a new splash blocks. Application of CALOSHA-compliant warning strip approximately six feet from roof edge. Replacement of defective plywood sheathing at skylight penetrations. At the interior, paint new plywood to match interior finishes. Removal of paint at inboard face of steel perimeter edge, followed by the application of a new corrosion-inhibiting coating and new PMMA flashing extending a minimum of 4" at the newly installed roof surface. (Only if necessary) Removal of spalled sections of cement plaster. Saw cutting and squaring off all edges, patch work shall be a ½-inch minimum depth. Application of bonding agent in accordance with manufacturer's instructions. Application of new cement plaster in lifts. New plaster shall match existing in texture and finish. (the "Contract").

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT NO.:70004

PERFORMANCE BOND  
DOCUMENT 00 61 00



complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 17th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

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

Andy's Roofing Company, Inc.  
(Corporate Principal)

(Affix Corporate Seal)

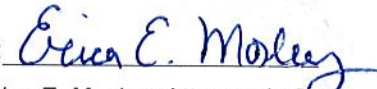
By:   
Jonathan W. Engquist, President

2161 Adams Ave. San Leandro, CA 94577  
(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company  
(Corporate Surety)

175 Berkeley Street Boston, MA 02116  
(Business Address)

By:   
Erica E. Mosley, Attorney-in-Fact

The rate of premium on this bond is \$15 / \$10 per thousand (first \$100k / next \$400k).

The total amount of premium charged is \$3,081.00.

The above must be filled in by Corporate Surety.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208733-971868

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi Kohlhorst; Brenda Lopez; Chelsea Grell; Erica E. Mosley; Francis Michael Heffernan; Heather Pate; Julia Ortega; Kelly Cordova; Kimberley D. Roman; Reynette Reuter; Sarah Pienovi; Sarah Shafor; Shila Lay; Stephanie E. Worden; Sydney Kish; Teri L. Koehler

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## 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 Washington  
County of Pierce )

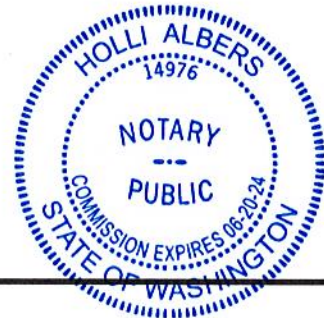
On 04/17/2023 before me, Holli Albers, Notary Public  
(insert name and title of the officer)

personally appeared Erica E. Mosley, Attorney-in-Fact,  
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 Washington that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Holli Albers (Seal)  
Expiration: 06/20/2024



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

Bond Number: 070219206

**KNOW ALL MEN BY THESE PRESENTS:**

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

The Skyline High School Cafeteria Roof Replacement Project located at 12250 Skyline Blvd, Oakland, which consists of but not limited to: Removal of following: entire existing roofing system down to the underlying roof deck; existing plywood framing at roof perimeter edge; all damaged steel roof deck; all defective plywood sheathing at skylight penetrations; all existing insulation. Installation of the following: a new flute in-fill at structural roof deck; a new modified bitumen roof system. Torch on with cover board. Application of new PMMA flashing at penetrations; a new drain assemblies, including new strainers and deck plates; a new splash blocks; Application of CALOSHA-compliant warning strip approximately six feet from roof edge. Replacement of defective plywood sheathing ay skylight penetrations. At the interior, paint new plywood to match interior finishes. Removal of paint at inboard face of steel perimeter edge, followed by the application of a new corrosion-inhibiting coating and new PMMA flashing extending a minimum of 4" at the newly installed roof surface. (Only if necessary) Removal of spalled sections of cement plaster. Saw cutting and squaring off all edges, patch work shall be a ½-inch minimum depth. Application of bonding agent in accordance with manufacturer's instructions. Application of new cement plaster in lifts. New plaster shall match existing in texture and finish. (the "Contract").

Which said agreement dated May 25, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in

the sum of Two Hundred Fifty-Eight Thousand One Hundred Forty-Five and 00/100  
Dollars (\$ 258,145.00 ) which sum well and truly be made, we bind ourselves, our heirs,  
executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

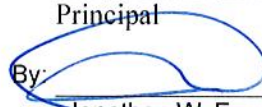
Should the condition of this bond be fully performed, then this obligation shall become null  
and void, otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and  
Surety this 17th day of April, 2023.

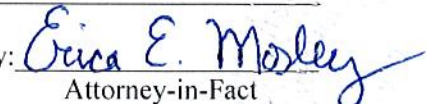
(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

Andy's Roofing Company, Inc.  
Principal

By:   
Jonathan W. Engquist, President

The Ohio Casualty Insurance Company  
Surety

175 Berkeley Street Boston, MA 02116

By:   
Erica E. Mosley  
Attorney-in-Fact

Erica E. Mosley, Attorney-in-Fact

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

2

OAKLAND UNIFIED SCHOOL DISTRICT  
SKYLINE HIGH SCHOOL  
CAFETERIA ROOF REPLACEMENT  
PROJECT. NO.:70004

PAYMENT BOND  
DOCUMENT 00 61 01



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208733-971868

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi Kohlhorst; Brenda Lopez; Chelsea Grell; Erica E. Mosley; Francis Michael Heffernan; Heather Pate; Julia Ortega; Kelly Cordova; Kimberley D. Roman; Reynette Reuter; Sarah Pienovi; Sarah Shafor; Shila Lay; Stephanie E. Worden; Sydney Kish; Teri L. Koehler

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2023.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## 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 Washington  
County of Pierce)

On 4/17/2023 before me, Holli Albers, Notary Public  
(insert name and title of the officer)

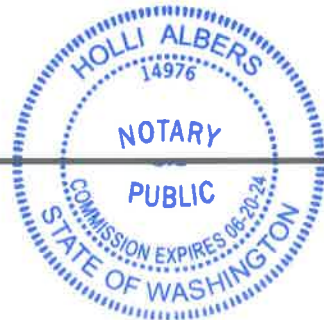
personally appeared Erica E. Mosley, Attorney-in-Fact,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that 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 Washington that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Holli Albers  
Expiration: 06/20/2024

(Seal)











# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

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

AGENCY (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952		PHONE (A/C. No. Ext): 707-781-3400	COMPANY National Fire Insurance Company of Hartford	
FAX (A/C. No.): 707-781-0800		E-MAIL ADDRESS: MariaH@heffins.com		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER 7034486595
INSURED Andy's Roofing Company, Inc. 2161 Adams Avenue San Leandro, CA 94577		EFFECTIVE DATE 10/01/2022	EXPIRATION DATE 10/01/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Coverage - Including Flood / Earthquake					\$500,000	\$2,500

## REMARKS (Including Special Conditions)

Re: Project #70004, Skyline High School Cafeteria Roof Replacement, 12250 Skyline Blvd, Oakland, CA 94619.

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS  Oakland Unified School District 1000 Broadway Suite 450 Oakland, CA 94607	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Skyline High School Cafeteria Roofing Replacement Project	<b>Site</b>	306
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Andy's Roofing Company, Inc.	Agency's Contact	Jon Engquist				
OUSD Vendor ID #	008462	Title	President				
Street Address	2161 Adams Ave	City	San Leandro	State	CA	Zip	94577
Telephone	510-777-1100	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 checked="" type="checkbox"/> No				
OUSD Project #	70004						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	5-25-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-23-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$258,145.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9914/9053	Fund 140 RRMA	140-9914-0-9053-8500-6273-306-9880-9000-9999-99999	6273	\$258,145.00

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.				
1.	<b>Division Head</b>		Phone	510-535-7038
	Director, Building and Grounds		Fax	510-535-7082
	Signature		Date Approved	5/10/23
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature  Lozano Smith, approved as to form (limited)		Date Approved	5/9/23
3.	<b>Chief Business Officer, Facilities Planning and Management</b>			
	Signature		Date Approved	5/11/2023
4.	<b>Chief Financial Officer</b>			
	Signature		Date Approved	
5.	<b>President, Board of Education</b>			
	Signature  Mike Hutchinson		Date Approved	5/25/2023