

Board Office Use: Legislative File Info.	
File ID Number	22-0058
Introduction Date	2-9-2022
Enactment Number	22-0211
Enactment Date	2/9/2022 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students.

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** February 9, 2022

**Subject** Award of Agreement Between Owner and Contractor - Competitively Bid – Roofing Constructors, Inc., dba Western Roofing Service – 900 High Street Roofing Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the District and Roofing Constructors, Inc., dba Western Roofing Service, San Leandro, California (“Contractor”), for the latter to provide a replacement, removal, and disposal of existing roofing, for the 900 High Street Roofing Replacement Project, as described in Article I of the Agreement, in the amount of **\$181,963.00**, which includes a contingency of **\$15,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 10, 2022**, and to last for Ninety (90) Calendar days, ending **May 11, 2022**.

**Discussion** The scope of work of the contract consists of the replacement, removal, and disposal of existing roofing. The contractor was selected through informal competitive bidding. (Public Contract Code §22034).

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the District and Roofing Constructors, Inc., dba Western Roofing Service, San Leandro, California (“Contractor”), for the latter to provide a replacement, removal, and disposal of existing roofing, for the 900 High Street Roofing Replacement Project, as described in Article I of the Agreement, in the amount of **\$181,963.00**, which includes a contingency of **\$15,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **February 10, 2022**, and to last for Ninety (90) Calendar days, ending **May 11, 2022**.

**Fiscal Impact** Fund 21 Measure J

**Attachments**

- Agreement
- Payment & Performance Bonds
- Insurance certificate



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

**Legislative File ID No.**    22-0058  
**Department:**                Facilities Planning and Management  
**Vendor Name:**               Roofing Constructors, Inc., dba Western Roofing Service  
**Project Name:**               900 High Street Roofing Replacement                                **Project No.:**    21119  
**Contract Term:** Intended Start: 2-10-2022                                Intended End: 5-11-2022  
**Total Cost Over Contract Term:** \$181,963.00  
**Approved by:**    Tadashi Nakadegawa

**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?**

Roofing Constructors, Inc., dba Western Roofing Service was selected by the District as the lowest responsive and responsible bid.

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

Roofing Constructors, Inc., dba Western Roofing Service will remove and dispose of existing 2ply BUR and gravel as trash. Prime concrete substrate with asphalt primer. Mop 3ply and glass cap at field. From roof to wall Mop 1ply and SBS cap sheet, add metal to top of parapet wall. Terminate membrane with concrete fasteners, 3 course with asphalt mastic/reinforcement and coat termination with elastomeric. Asbestos abatement removal, which is in the roofing material of parapet walls approximately 7,000 sq. ft. of repairs verify in field.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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 \$90,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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 February 10, 2022, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and Roofing Constructors, Inc., dba Western Roofing Service 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 900 High Street Roofing Replacement, located at 900 High Street, Oakland,

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

OUSD, 955 High Street, Oakland,

and other Contract Documents relating thereto.

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, 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

**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 Ninety (90) calendar days, which shall start to run either 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 February 10, 2022, in which case the deadline for Completion would be May 11, 2022.

The site for the Contract will not be available to the Contractor for construction on the following dates. 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 One Thousand \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that One Thousand \$1,000.00 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 One Hundred Eighty-One Thousand Nine Hundred-Sixty-Three Dollars and No/100(\$181,963.00) 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 includes a general allowance (also known as a contingency allowance) of Fifteen Thousand Dollars and No/100(\$15,000.00) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual 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 a contractual allowance, no change order approved by Owner's governing body shall be required and 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 amounts, or to receive a time extension or other consideration, 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 a contractual 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 any contractual allowance may only be increased by a change order approved by Owner's governing

body. Once a contractual 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 a contractual 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 One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Two Million \$2,000,000 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, which includes change orders 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Gary Yee, President, Board of Education

2/10/2022  
Date

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

2/10/2022  
Date

  
Tadashi Nakadegawa, Deputy Chief,  
Facilities Planning & Management

1/13/2022  
Date

**CONTRACTOR**

ROOFING CONSTRUCTORS INC., DBA WESTERN ROOFING SERVICE

Signature:  Date: 12/27/21

Name: Kristofer Makie

Title: COO

Approved As To Form:

  
OUSD Facilities Legal Counsel

1/13/22  
Date

180533  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

5/31/2022  
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.

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

Bond Number: 800126212

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Roofing Constructors, Inc. dba Western Roofing Service, 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 900 High Street Roofing Contract, at 900 High Street, Oakland, which consists of removal and disposal of existing 2ply BUR and gravel as trash. Prime concrete substrate with asphalt primer. Mop 3ply and glass cap at field. From roof to wall Mop 1ply and SBS cap sheet, add metal to top of parapet wall. Terminate membrane with concrete fasteners, 3 course with asphalt mastic/reinforcement and coat termination with elastomeric. Asbestos abatement removal, which is in the roofing material of parapet walls approximately 7,000 sq. ft. of repairs verify in field.**

which said agreement dated January 27, 2022, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned Atlantic Specialty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Eighty-One Thousand Nine Hundred Sixty-Three Dollars and No/100(\$181,963.00), 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,

OAKLAND UNIFIED SCHOOL DISTRICT  
900 High Street  
Roofing Replacement  
Project No. 21119  
November 16, 2021

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 27th day of January, 2022.

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

Roofing Constructors, Inc. dba Western Roofing Service  
15002 Wicks Boulevard, San Leandro, CA 94577

Principal

By:   
Kristopher Makie, COO

Atlantic Specialty Insurance Company  
Surety

One State Street Plaza, Floor 31  
New York, NY 10004

By:   
Susan Lupski, Attorney-in-Fact

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

## ACKNOWLEDGMENT

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

State of California  
County of Alameda

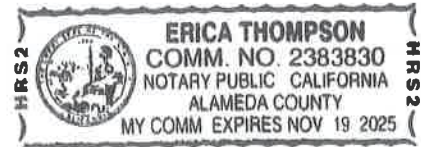
On 12/29/2021 before me, Erica Thompson, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Erica Thompson (Seal)



Payment Bond - OUSD



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gerard S. Macholz, Rita Losquadro, Thomas Bean, Susan Lupski, Robert T. Pearson, Camille M. Maitland, George O. Brewster, Vincent A. Walsh, Colette R. Chisholm, Peter F. Jones, Lee Ferrucci, Dana Granice, Michelle Wannamaker, Katherine Acosta, Desiree Cardlin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

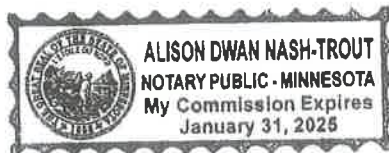
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

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

Signed and sealed. Dated 27th day of January, 2022.

This Power of Attorney expires  
January 31, 2025





Kara Barrow, Secretary

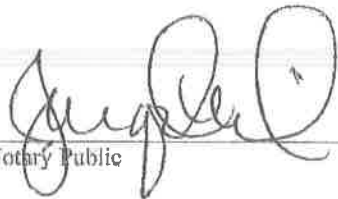


ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK  
COUNTY OF NASSAU

On this JAN 27 2022, before me personally came  
Susan Lupski to me known, who, being by me duly sworn,  
did depose and say; that he/she resides in Nassau County, State of New York that  
he/she is the Attorney-in-Fact of the Atlantic Specialty Insurance Company

the corporation described in which executed the above instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the  
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and  
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,  
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
Atlantic Specialty Insurance Company (Surety)  
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under  
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving  
it as such; and that such Certificate has not been revoked.

  
Notary Public

JACQUELINE McNEIL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MC6156390  
Qualified in Nassau County  
Commission Expires November 27, 2022



**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

*Dollars displayed in thousands*

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
Investments:		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	272,666
Common Stocks	775,825	<b>Total Loss &amp; LAE Reserves</b>	<u>1,151,550</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	593,401
Contract Loans	-	<b>Total Reinsurance Liabilities</b>	13,171
Derivatives	-	Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,406	Derivatives	-
Other Investments	23,375	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<u>2,446,629</u>	All Other Liabilities	<u>237,942</u>
		<b>Total Liabilities</b>	<u>2,050,707</u>
Premiums and Considerations Due	276,120		
Reinsurance Recoverable	59,375	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	29,538	Common Capital Stock	9,001
All Other Admitted Assets	62,330	Preferred Capital Stock	-
		Surplus Notes	-
<b>Total Admitted Assets</b>	<u>2,873,992</u>	Unassigned Surplus	91,944
		Other Including Gross Contributed	<u>722,341</u>
		<b>Capital &amp; Surplus</b>	<u>823,286</u>
		<b>Total Liabilities and C&amp;S</b>	<u>2,873,992</u>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</sup> day of March, 2021.

  
 \_\_\_\_\_  
 Notary Public



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

Bond Number: 800126212

Roofing Constructors, Inc.  
dba Western Roofing Service

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as  
Principal, and <sup>Atlantic Specialty</sup>~~Insurance Company~~, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of One Hundred Eighty-One Thousand Nine Hundred Sixty-Three Dollars and No/100 (\$181,963.00) 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 January 27, 2022, for construction of

**the 900 High Street Roofing Replacement, Contractor to provide removal and disposal of existing 2ply BUR and gravel as trash. Prime concrete substrate with asphalt primer. Mop 3ply and glass cap at field. From roof to wall Mop 1ply and SBS cap sheet, add metal to top of parapet wall. Terminate membrane with concrete fasteners, 3 course with asphalt mastic/reinforcement and coat termination with elastomeric. Asbestos abatement removal, which is in the roofing material of parapet walls approximately 7,000 sq. ft. of repairs verify in field. (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.

OAKLAND UNIFIED SCHOOL DISTRICT  
900 High Street  
Roofing Replacement  
PROJECT NO.21119  
November 16, 2021

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

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 27th day of January, 2022, 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)

Roofing Constructors, Inc. dba Western Roofing Service

By:   
(Corporate Principal)

Kristopher Makie, COO

15002 Wicks Boulevard, San Leandro, CA 94577

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

(Affix Corporate Seal)

(Affix Corporate Seal)

\_\_\_\_\_  
Atlantic Specialty Insurance Company  
(Corporate Surety)

\_\_\_\_\_  
One State Street Plaza, Floor 31  
(Business Address)

\_\_\_\_\_  
New York, NY 10004

By:   
Susan Lupski, Attorney-In-Fact

---

The rate of premium on this bond is  \$10.00  per thousand.

The total amount of premium charged is  \$1,820.00 .

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 California  
County of Alameda

On 12/29/21 before me, Erica Thompson, Notary Public  
(insert name and title of the officer)

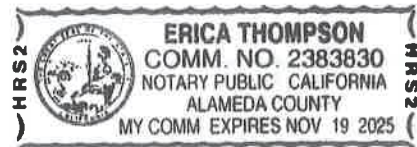
personally appeared Kristopher Makie,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~  
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature Erica Thompson

(Seal)



Performance Bond - OUSD



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Gerard S. Macholz, Rita Losquadro, Thomas Bean, Susan Lupski, Robert T. Pearson, Camille M. Maitland, George O. Brewster, Vincent A. Walsh, Colette R. Chisholm, Peter F. Jones, Lee Ferrucci, Dana Granice, Michelle Wannamaker, Katherine Acosta, Desiree Cardlin, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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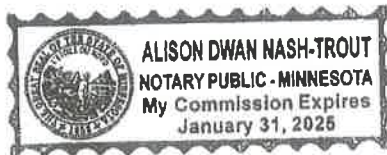
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

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

Signed and sealed. Dated 27th day of January, 2022.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK  
COUNTY OF NASSAU

On this JAN 27 2022, before me personally came  
Susan Lupski to me known, who, being by me duly sworn,  
did depose and say; that he/she resides in Nassau County, State of New York that  
he/she is the Attorney-In-Fact of the Atlantic Specialty Insurance Company

the corporation described in which executed the above instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the  
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and  
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,  
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
Atlantic Specialty Insurance Company (Surety)

his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under  
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving  
it as such; and that such Certificate has not been revoked.

  
Notary Public

JACQUELINE McNEIL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MC6158390  
Qualified in Nassau County  
Commission Expires November 27, 2022





**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

*Dollars displayed in thousands*

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>272,686</u>
Common Stocks	775,825	<b>Total Loss &amp; LAE Reserves</b>	<u>1,151,550</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	593,461
Contract Loans	-	<b>Total Reinsurance Liabilities</b>	13,171
Derivatives	-	Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,406	Derivatives	-
Other Investments	<u>23,375</u>	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<u>2,446,629</u>	<b>All Other Liabilities</b>	<u>237,942</u>
		<b>Total Liabilities</b>	<u>2,050,707</u>
Premiums and Considerations Due	276,120	<b>Capital and Surplus</b>	
Reinsurance Recoverable	59,375	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	29,538	Preferred Capital Stock	-
All Other Admitted Assets	<u>62,330</u>	Surplus Notes	-
<b>Total Admitted Assets</b>	<u>2,873,992</u>	Unassigned Surplus	91,944
		Other Including Gross Contributed	<u>722,341</u>
		<b>Capital &amp; Surplus</b>	<u>823,286</u>
		<b>Total Liabilities and C&amp;S</b>	<u>2,873,992</u>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</sup> day of March, 2021.

Notary Public



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: 900 High Street  
 Project: Roofing Replacement  
 Project #: 21119  
 Estimate: \$150,000

Date: Tuesday, December 7, 2021  
 Time: 2:00 P.M.  
 Project Mgr: John Howell  
 Architect: N/A

Signature of Witness to Bid	Signature of Bid Opener																					
<p><b>Company:</b> Western Roofing Service                      Address: 15002 Wicks Blvd                      City/State: San Leandro                      Phone: 510-686-4951                      Fax:</p>	<p>Base Bid: \$166,963.00                      Allowance: \$15,000.00  <b>TOTAL:</b> \$181,963.00                      Alternates:</p> <p style="text-align: center;"><u>Time Submitted</u>      <u>Date Submitted</u>                      9:59 AM                      12/7/2021</p> <p style="text-align: center;"><u>Time Opened</u>              <u>Date Opened</u>                      2:15 P.M.                      12/7/2021</p>	<p><b>Required Day of Bid:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Signed Bid Form</td><td style="text-align: right;">X</td></tr> <tr><td>Addendum Acknow.</td><td style="text-align: right;">X</td></tr> <tr><td>Bid Bond</td><td style="text-align: right;">X</td></tr> <tr><td>Non-Collusion</td><td style="text-align: right;">X</td></tr> <tr><td>Iran Contracting Certification</td><td style="text-align: right;">X</td></tr> <tr><td>Site Visit Certification</td><td style="text-align: right;">X</td></tr> <tr><td>Contractor's Sub List</td><td style="text-align: right;">X</td></tr> <tr><td>Debarment Suspension &amp; Schd Z</td><td style="text-align: right;">X</td></tr> <tr><td>Local Business Participation Form</td><td style="text-align: right;">X</td></tr> <tr><td>DVBE Forms</td><td style="text-align: right;">X</td></tr> </table>	Signed Bid Form	X	Addendum Acknow.	X	Bid Bond	X	Non-Collusion	X	Iran Contracting Certification	X	Site Visit Certification	X	Contractor's Sub List	X	Debarment Suspension & Schd Z	X	Local Business Participation Form	X	DVBE Forms	X
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<p><b>Company:</b>                      Address:                      City/State:                      Phone:                      Fax:</p>	<p>Base Bid:                      Allowance: \$15,000.00  <b>TOTAL:</b>                      Alternates:</p> <p style="text-align: center;"><u>Time Submitted</u>      <u>Date Submitted</u>                         4/29/2021</p> <p style="text-align: center;"><u>Time Opened</u>              <u>Date Opened</u>                         4/29/2021</p>	<p><b>Required Day of Bid:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Signed Bid Form</td><td></td></tr> <tr><td>Addendum Acknow.</td><td></td></tr> <tr><td>Bid Bond</td><td></td></tr> <tr><td>Non-Collusion</td><td></td></tr> <tr><td>Iran Contracting Certification</td><td></td></tr> <tr><td>Site Visit Certification</td><td></td></tr> <tr><td>Contractor's Sub List</td><td></td></tr> <tr><td>Debarment Suspension &amp; Schd Z</td><td></td></tr> <tr><td>Local Business Participation Form</td><td></td></tr> <tr><td>DVBE Forms</td><td></td></tr> </table>	Signed Bid Form		Addendum Acknow.		Bid Bond		Non-Collusion		Iran Contracting Certification		Site Visit Certification		Contractor's Sub List		Debarment Suspension & Schd Z		Local Business Participation Form		DVBE Forms	
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**BID FORM**  
**DOCUMENT 00 31 01**

OAKLAND UNIFIED SCHOOL DISTRICT  
Facilities Planning & Management  
955 High Street,  
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of Roofing Constructors Inc. dba Western Roofing Service ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **900 High Street Roofing Replacement Project, 900 High Street, Oakland, California, 94601 (the "Contract"), Project No. 21119**

The Contract Documents were prepared by OUSD.

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

<u>One hundred sixty six thousand nine hundred sixty three Dollars</u>	\$	<u>166,963</u>
<i>Base Bid Amount</i>		
<u>Fifteen Thousand</u>	<i>Dollars</i>	<u>\$15,000.00</u>
<i>Contingency Allowance</i>		
<u>One hundred eighty one thousand nine hundred sixty three Dollars</u>	\$	<u>181,963</u>
<i>Total Bid Amount</i>		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

OAKLAND UNIFIED SCHOOL DISTRICT 900 High Street Roofing Replacement Project No 21119 November 16, 2021	BID FORM DOCUMENT 00 31 01 -1
--	----------------------------------

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Thirteen thousand eight hundred forty-six dollars (\$13,846.00)**

**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 Bidder 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:

15002 Wicks Blvd., San Leandro, CA 94577

Our Public Liability and Property Damage Insurance is placed with:  
HUB International Midwest Limited

Our Workers' Compensation Insurance is placed with:  
HUB International Midwest Limited

{SR526394}2

OAKLAND UNIFIED SCHOOL DISTRICT 900 High Street Roofing Replacement Project No 21119 November 16, 2021	<b>BID FORM</b> DOCUMENT 00 31 01 -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. 1 Date 12/2/21 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. 2 Date 12/2/21 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids 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.

{SR526394}3

OAKLAND UNIFIED SCHOOL DISTRICT	<b>BID FORM</b>
900 High Street Roofing Replacement Project No 21119 November 16, 2021	DOCUMENT 00 31 01 -3

Print or Type Name: Kristopher Makie  
 Title: COO  
 Signature:   
 Name of Company as Licensed in California: Roofing Constructors Inc. dba Western Roofing Service  
 Business Address: 15002 Wicks Blvd., San Leandro, CA 94577  
 Telephone Number: 510-686-4951  
 California Contractor License No.: 180533  
 Class and Expiration Date: B, ASB, C33, C39 5/31/2022  
 Public Works Contractor Registration No.: 1000000717  
 State of Incorporation, if Applicable: California

SR52639414

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b> 900 High Street Roofing Replacement Project No 21119 November 16, 2021	<b>BID FORM</b> <b>DOCUMENT 00 31 01 -4</b>
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**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number:           N/A          

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Roofing Constructors, Inc. dba Western Roofing Service as Principal and  
Atlantic Specialty Insurance Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
Ten Percent of Proposal Price Dollars (\$ 10% of P.P. ) 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 900 High Street Roofing Replacement, 900 High  
Street, Oakland, CA 94601, Project No. 21119 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.

SR3763551	<b>BID BOND</b>
<b>OAKLAND UNIFIED SCHOOL DISTRICT</b> 900 High Street Roofing Replacement Project No 21119 November 16, 2021	<b>DOCUMENT 00 40 00 -1</b>

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 2nd day of December, 2021, the name and corporate party being hereto affixed and these presents duly signed by its

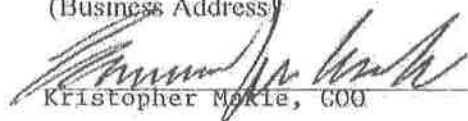
undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Roofing Constructors, Inc. dba Western Roofing Service  
(Principal)

15002 Wicks Boulevard, San Leandro, CA 94577

(Business Address)

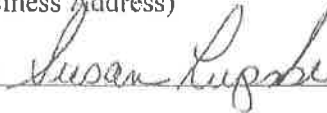
  
Kristopher Morie, COO

Atlantic Specialty Insurance Company

(Corporate Surety)

One State Street Plaza, Floor 31, New York, NY 10004

Business Address)

By: 

Susan Lupski, Attorney-In-Fact

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

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

ISRS2833512	
<b>OAKLAND UNIFIED SCHOOL DISTRICT</b> 900 High Street Roofing Replacement Project No 21119 November 16, 2021	<b>BID BOND</b> <b>DOCUMENT 00 40 00 -2</b>





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gerard S. Macholz, Rita Losquadro, Thomas Bean, Susan Lupski, Robert T. Pearson, Camille M. Maitland, George O. Brewster, Vincent A. Walsh, Colette R. Chisholm, Peter F. Jones, Lee Ferrucci, Dana Granice, Michelle Wannamaker, Katherine Acosta, Desiree Cardlin**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

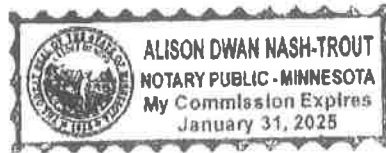


By *Paul J. Brehm*

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*

Notary Public

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

Signed and sealed. Dated 2nd day of December, 2021.



*Kara Barrow*

Kara Barrow, Secretary

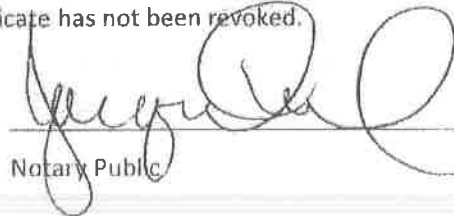
This Power of Attorney expires  
January 31, 2025

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this December 2, 2021 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Atlantic Specialty Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Atlantic Specialty Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.

  
\_\_\_\_\_  
Notary Public

JACQUELINE McNEIL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MC6156390  
Qualified in Nassau County  
Commission Expires November 27, 2022



**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

Dollars displayed in thousands

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks		Loss Adjustment Expense Reserves	272,666
Common Stocks	775,825	<b>Total Loss &amp; LAE Reserves</b>	<u>1,151,550</u>
Mortgage Loans			
Real Estate		Unearned Premium Reserve	593,461
Contract Loans		Total Reinsurance Liabilities	13,171
Derivatives		Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,408	Derivatives	
Other Investments	23,375	Payable to Parent, Subs or Affiliates	
<b>Total Cash &amp; Investments</b>	<u>2,446,629</u>	All Other Liabilities	237,942
		<b>Total Liabilities</b>	<u>2,050,707</u>
Premiums and Considerations Due	276,120	<b>Capital and Surplus</b>	
Reinsurance Recoverable	59,375	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	29,538	Preferred Capital Stock	
All Other Admitted Assets	62,330	Surplus Notes	
<b>Total Admitted Assets</b>	<u>2,873,992</u>	Unassigned Surplus	91,944
		Other Including Gross Contributed	<u>722,341</u>
		<b>Capital &amp; Surplus</b>	823,286
		<b>Total Liabilities and C&amp;S</b>	<u>2,873,992</u>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

*Kara Barrow*

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</sup> day of March, 2021.

*Kerri Riechers*

Notary Public



# ACKNOWLEDGMENT

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

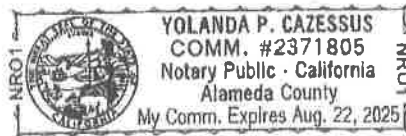
State of California  
County of Alameda

On December 6, 2021 before me, Yolanda P. Cazessus, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Yolanda P. Cazessus* (Seal)

*FOR BILL 900 HIGHL STREET KROONING Replace ment. IN*

**SITE VISIT CERTIFICATION**

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

PROJECT: **900 High Street Roofing 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 Wayne Robert (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: December 6, 2021

Proper Name of Bidder: Roofing Constructors Inc. dba Western Roofing Service

Signature: 

Print Name: Kristopher Makie

Title: COO

END OF DOCUMENT

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

Owner: Oakland Unified School District  
Contract: 900 High Street Roofing Replacement Project

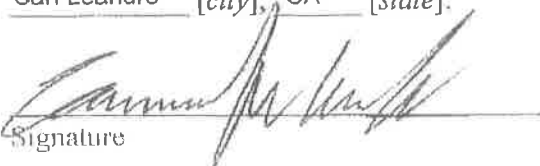
The undersigned declares:

I am the COO of Roofing Constructors Inc. dba Western Roofing Service, 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 12/6, 2021 at San Leandro [city], CA [state].

  
Signature

Kristopher Makie, COO  
Print Name

**OAKLAND UNIFIED SCHOOL DISTRICT**  
900 High Street  
Roofing Replacement  
Project No 21119  
November 16, 2021

**NON-COLLUSION**  
**DOCUMENT 00 40 03**

DOCUMENT 00 40 05  
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Roofing Constructors Inc. dba Western Roofing Service

Name of Contractor

  
Signature

Kristopher Makie

Print Name

12/6/2021

Date

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
900 High Street  
Roofing Replacement  
Project No 21119  
November 16, 2021

**WORKER'S COMPENSATION CERTIFICATION**  
**DOCUMENT 00 40 05**

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**

**DOCUMENT 00 43 00**

(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

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

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

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

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b> 900 High Street Roofing Replacement Project No 21119 November 16, 2021	<b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b> DOCUMENT 00 43 00 -1
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3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

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

Dated: December 6, 2021

  
Signature

Name: Kristopher Makie

Title: COO

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b>
900 High Street Roofing Replacement Project No 21119 November 16, 2021	DOCUMENT 00 43 00 -2

**DOCUMENT 00 52 00**

**SCHEDULE Z**

**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.			
Roofing Constructors Inc. dba Western Roofing Service			
Company Name		Signature of Authorized Representative	
15002 Wicks Blvd., San Leandro, CA 94577		Kristopher Makle, COO	
Address		Type or Print Name	
510	686-4951	12/6/2021	
Area Code	Phone	Date	Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2021

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com FAX (A/C, No):	
<b>INSURED</b> Roofing Constructors Inc. dba Western Roofing Service 15002 Wicks Blvd San Leandro CA 94577		TECTAME-01	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Liberty Mutual Fire Insurance Company	
		<b>INSURER B :</b> Navigators Specialty Insurance Company	
		<b>INSURER C :</b> American Guarantee & Liability Insurance Company	
		<b>INSURER D :</b> LM Insurance Corporation	
		<b>INSURER E :</b> Starr Indemnity and Liability	
		<b>INSURER F :</b> Liberty Insurance Corporation	
		<b>NAIC #</b>	
		23035 36056 26247 33600 38318 42404	

**COVERAGES** **CERTIFICATE NUMBER:** 1584574052 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		EB2-641-435487-431	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-435487-441	3/31/2021	3/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C E	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA21EXCZ04Q52IC AEC924243609 1000586973211	3/31/2021 3/31/2021 3/31/2021	3/31/2022 3/31/2022 3/31/2022	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 \$
D F D	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA5-64D-435487-391 (AOS) WA7-64D-435487-401 (MA) WC5-641-435487-411 (WI & MN)	3/31/2021 3/31/2021 3/31/2021	3/31/2022 3/31/2022 3/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pollution Liability w/ Mold Incl. & Professional Liability; Tokio Marine Specialty Co.; NAIC# 23850; Policy# PPK2254559; Eff Dates: 3/31/2021 to 3/31/2022; Limit/Aggr: \$5,000,000; Pollution SIR: \$100,000 per Incident; Professional SIR: \$100,000 per Claim;

RE: OUSD Project No. 21119 - Roofing Replacement;

Owner and Contractor are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 900 High Street Oakland CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement prior to loss.	All locations where required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have agreed in a written contract or agreement prior to loss.	All locations where required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	900 High Street Roofing Replacement	<b>Site</b>	918
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### Basic Directions

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

<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
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### Contractor Information

<b>Contractor Name</b>	Roofing Constructors, Inc., dba Western Roofing Service	<b>Agency's Contact</b>	Kristopher Makie		
<b>OUSD Vendor ID #</b>	New	<b>Title</b>	Manager		
<b>Street Address</b>	15002 Wicks Blvd	<b>City</b>	San Leandro	<b>State</b>	CA
<b>Telephone</b>	510-686-4951	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>OUSD Project #</b>	21119				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	2-10-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	5-11-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$181,963.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9865	Fund 21 Measure J	210-9650-0-9865-8500-6274-918-9180-9905-9999-21119	6274	\$181,963.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b> <i>Kachatman</i>	<b>Date Approved</b>	1-13-2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i> Lozano Smith, as to form only	<b>Date Approved</b>	1/13/2022		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	1/13/2022		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			