

| Board Office Use: Legislative File Info. |              |
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| File ID Number                           | 21-1103      |
| Introduction Date                        | 5-26-2021    |
| Enactment Number                         | 21-0913      |
| Enactment Date                           | 5/26/2021 os |



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** May 26, 2021

**Subject** Award of Agreement Between Owner and Contractor - Competitively Bid –Premium Roof Waterproofing, Inc. – East Oakland Pride Elementary School Roof Replacement Project – Department of Buildings & Grounds

**Action Requested** Approval by the Board of Education of Award of Agreement Between Owner to Premium Roofing & Waterproofing, Inc., Oakland, California (“Contractor”), for the latter to provide demolition, repair and replacement services of a new roof for the East Oakland Pride Elementary School Roof Replacement Project, in the amount of \$368,000.00, which includes a contingency of \$25,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on May 27, 2021, and scheduled to last for sixty (60) days, with an anticipated ending of July 26, 2021.

**Discussion** The scope of work of the contract consists of demolition of existing roof; replace and remove all areas of composition roofing; dispose of old material; remove flat roof areas, and replace with new 3-plybuild-up roof. Contractor was selected through competitive bidding. (Public Contract Code§22037).

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

**Recommendation** Approval by the Board of Education of Award of Agreement Between Owner to Premium Roofing & Waterproofing, Inc., Oakland, California (“Contractor”), for the latter to provide demolition, repair and replacement services of a new roof for the East Oakland Pride Elementary School Roof Replacement Project, in the amount of \$368,000.00, which includes a contingency of \$25,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on May 27, 2021, and scheduled to last for sixty (60) days, with an anticipated ending of July 26, 2021.

**Fiscal Impact** Fund 14 Deferred Maintenance

**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. 21-1103

Department: Buildings & Grounds Department

Vendor Name: Premium Roof Waterproofing, Inc.

Project Name: East Oakland Pride ES Roof Replacement

Project No.: PR20005

Contract Term: Intended Start: 5-27-2021

Intended End: 7-26-2021

Total Cost Over Contract Term: \$368,000.00

Approved by: Marc White

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Premium Roof Waterproofing, Inc., was selected by the District as the lowest responsive and responsible bid.

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

Contractor will provide demolition, repair and replacement services of a new roof for the East Oakland Pride Site.

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:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- ☐ 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 \$96,700 (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **May 27, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **PREMIUM ROOFING & WATERPROOFING** 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 East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch Street,  
Oakland, CA,

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

Hayashida Architect, 832 Bancroft Way, Berkeley, CA, 94710, PH: 510-428-2491

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the Bid Form.

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."

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

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Sixty (60)** calendar days, which shall start to run 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 **May 27, 2021**, in which case

the deadline for Completion would be **July 26, 2021**.

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 the amount herein set forth shall be the amount of 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 the amount herein set forth 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: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS NO/100(\$368,000.00) for Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of TWENTY-FIVE THOUSAND DOLLARS NO/100 \$25,000.00 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.

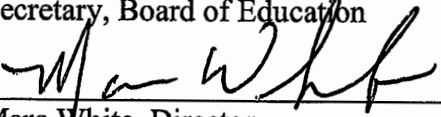
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Shanthi Gonzales, President, Board of Education

5/27/2021  
\_\_\_\_\_  
Date


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

5/27/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marc White, Director,  
Buildings & Grounds Department

4/30/21  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

ALAN KREAGER  
\_\_\_\_\_  
Print Name

Secretary Treasurer  
\_\_\_\_\_  
Title

**Approved As To Form**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

4/28/21  
\_\_\_\_\_  
Date

Agreement Over \$60,000 – Premium Roofing & Waterproofing, Inc. – East Oakland Pride Elementary School Roof Replacement Project - \$368,000.00

1019378  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

10/31/2022  
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.

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

Bond Number: 60358

**KNOW ALL MEN BY THESE PRESENTS** that we, Premium Roofing and Waterproofing, Inc. as Principal, and \*, 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 **THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS NO/100 (\$368,000.00)** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **May 27, 2021**, for construction of

**\*Western National Mutual Insurance Company**  
**the East Oakland Pride Elementary School Roof Replacement Project, located at 8000 Birch Street, Oakland, California**

*Contractor will provide demolition of existing roofing. Replace and remove all areas of composition roofing. Remove and replace metal flashings, gutters, and drains. Remove duct work over auditorium. Dispose of old material. Remove flat roof areas, and replace with new 3-ply build-up roof on flat roofs and composition shingles on sloped roofs as shown on sheets A1.1 and A1.2 and detailed on A7.1, A7.2 and A7.3. Additionally, this is a summer project and there will be summer school in session at this site. Please provide temp safety fencing for the lay down areas outlined in the attached aerial site photo and consider any additional safety measures to secure the work area.*

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

OAKLAND UNIFIED SCHOOL

1

DISTRICT  
East Oakland Pride Elementary School  
Roof Replacement  
PROJECT NO. PR20005  
April 2, 2021

PERFORMANCE BOND  
DOCUMENT 00 61 00

change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 27th day of April, 2021, 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)

Man Kung  
(Individual Principal)

919 52ND AVENUE  
(Business Address)  
OAKLAND CA 94601

(Affix Corporate Seal)

Premium Roofing and Waterproofing, Inc.  
(Corporate Principal)

919 52nd Avenue Oakland, CA 94601  
(Business Address)

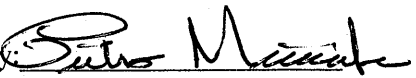
(Affix Corporate Seal)

Western National Mutual Insurance Company  
(Corporate Surety)

4700 West 77th Street Edina, MN 55435-4818  
(Business Address)

Pietro Micciche

OAKLAND UNIFIED SCHOOL  
DISTRICT  
East Oakland Pride Elementary School  
Roof Replacement  
PROJECT NO. PR20005  
April 2, 2021

By: 

Attorney-in-Fact

The rate of premium on this bond is \$25.00 per thousand.

The total amount of premium charged is \$9,200.00.

The above must be filled in by Corporate Surety.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

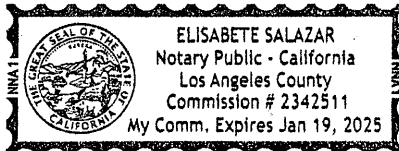
State of California )

County of Los Angeles )On APR 27 2021 before me, Elisabete Salazar, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Micciche  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity~~(ies)~~, and that by his/~~her/its~~ 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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

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

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

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

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

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

Bond Number: 60358 Premium Included in  
Performance Bond

**KNOW ALL MEN BY THESE PRESENTS:**

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

**the ("Contract") East Oakland Pride Elementary School Roof Replacement  
Project, at 8000 Birch Street, Oakland, California**

**which consists of Demolition of existing roofing. Replace and remove all areas of composition roofing. Remove and replace metal flashings, gutters, and drains. Remove duct work over auditorium. Dispose of old material. Remove flat roof areas, and replace with new 3-ply build-up roof on flat roofs and composition shingles on sloped roofs as shown on sheets A1.1 and A1.2 and detailed on A7.1, A7.2 and A7.3. Additionally, this is a summer project and there will be summer school in session at this site. Please provide temp safety fencing for the lay down areas outlined in the attached aerial site photo and consider any additional safety measures to secure the work area.**

which said agreement dated **May 27, 2021**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned Western National Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of **THREE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS NO/100**

OAKLAND UNIFIED SCHOOL DISTRICT  
East Oakland Pride Elementary School  
Roof Replacement  
Project No. PR20005  
April 2, 2021

(\$368,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 27th day of April, 2021.

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

Premium Roofing and Waterproofing, Inc.

Principal



Surety

Western National Mutual Insurance Company

By Pietro Micciche  
Attorney-in-Fact

Pietro Micciche

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

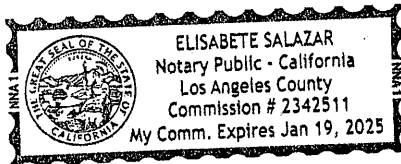
State of California )

County of Los Angeles )On APR 27 2021 before me, Elisabete Salazar, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Pietro Micciche  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

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

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

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

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

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

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

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

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

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Patricia Zenizo, Pietro Micciche, Manuel Reguerra, and Elisabete Salazar , Preferred Bonding Services (#9760)**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (**other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds**), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

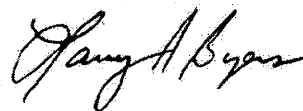
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



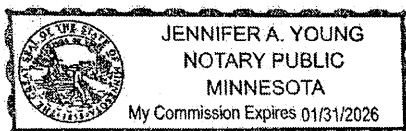
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2026

### CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 27th day of April, 2021

Jennifer A. Young, Assistant Secretary

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

Owner: Oakland Unified School District  
Contract: East Oakland Pride Elementary School Roof Replacement Project

The undersigned declares:

I am the SECRETARY TREASURER of PREMIUM ROOFING & WATERPROOFING, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on APRIL 20th, 2021, at OAKLAND [city], CA [state].

  
\_\_\_\_\_  
Signature

ALAN KREAGER  
\_\_\_\_\_  
Print Name

**OAKLAND UNIFIED SCHOOL DISTRICT**  
East Oakland Pride Elementary School  
Roof Replacement  
Project No. PR20005  
April 2, 2021

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

**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.

***[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]***

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply

|  |  |
|--|--|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b> |
| Frick Intensive Support Site<br>Fence Installation Project<br>Project No. 15105<br>March 1, 2021 | <b>DOCUMENT 00 43 00 -1</b>                      |



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).)

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: April 20, 2021

Alan Keager  
Signature

Name: ALAN KEAGER

Title: Secretary Treasurer

|  |  |
|--|--|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>FINGERPRINTING NOTICE &amp; ACKNOWLEDGING</b> |
| Frick Intensive Support Site<br>Fence Installation Project<br>Project No. 15105<br>March 1, 2021 | <b>DOCUMENT 00 43 00 -2</b>                      |

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.

PREMIUM ROOFING & WATERPROOFING  
Company Name

  
Signature of Authorized Representative

919 52ND AVE OAKLAND, CA 94601  
Address

ALAN KREAGER  
Type or Print Name

510 774-7093 4/20/21  
Area Code Phone Date

ALAN KREAGER  
Type or Print Name

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

**END OF DOCUMENT**

**SITE VISIT CERTIFICATION**

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

PROJECT: **East Oakland Pride Elementary School Roof Replacement Project**

Check option that applies:

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

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

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

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

Date:

April 20, 2021

Proper Name of Bidder:

PREMIUM ROOFING & WATERPROOFING

Signature:

Alan Kreager

Print Name:

ALAN KREAGER

Title:

Secretary Treasurer

END OF DOCUMENT

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

Owner: Oakland Unified School District  
Contract: East Oakland Pride Elementary School Roof Replacement Project  
Project No: PR20005

I, ALAN KREAGER, declare that I am the SECRETARY TREASURER  
[insert title] of PREMIUM ROOFING & WATERPROOFING the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit PREMIUM ROOFING & WATERPROOFING [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that PREMIUM ROOFING & WATERPROOFING [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on APRIL 20TH 2021, at OAKLAND [city],  
CA [state].

Date: APRIL 20, 2021

Alan Kreager  
Signature

Print Name: ALAN KREAGER

Print Title: SECRETARY TREASURER

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

Bond Number: N/A

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

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

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

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

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

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

(SR526355) 1

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID BOND</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 40 00 -1</b> |

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 22nd day of April, 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)

Premium Roofing and Waterproofing, Inc.  
(Principal)

919 52nd Avenue Oakland, CA 94601  
(Business Address)



Western National Mutual Insurance Company  
(Corporate Surety)

4700 West 77th Street Edina, MN 55435-4818  
Business Address)

By: 

Pietro Micciche, Attorney-in-Fact

The rate or premium of this bond is Included in BBSU per thousand, the total amount of premium charged, \$ Included in BBSU.

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

|   |  |
|---|--|
| <div>(SR526355) 2</div> <div><b>OAKLAND UNIFIED SCHOOL DISTRICT</b><br/>East Oakland Pride Elementary School<br/>Roof Replacement<br/>Project No. PR20005<br/>April 2, 2021</div> | <div><b>BID BOND</b><br/><b>DOCUMENT 00 40 00 -2</b></div> |
|---|--|

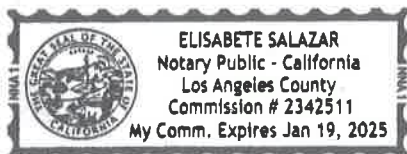
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
 County of Los Angeles )  
 On APR 22 2021 before me, Elisabete Salazar, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Pietro Micciche  
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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



The relationship company

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Patricia Zenizo, Pietro Micciche, Manuel Reguerra, and Elisabete Salazar**, Preferred Bonding Services (#9760)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (**other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds**), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2026

### CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 22nd day of April, 2021

Jennifer A. Young, Assistant Secretary



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: East Oakland Pride Elementary  
Project: Roof Replacement  
Project #: 20117  
Estimate: \$250,000

Date: Thursday, April 22, 2021  
Time: 11:00 AM  
Project Mgr: John Howell  
Architect: Hayashida Archirctect

Signature of Witness to Bid

Signature of Bid Opener

|                    |                                 |                       |                       |                                   |   |
|--------------------|---------------------------------|-----------------------|-----------------------|-----------------------------------|---|
| <b>Company:</b>    | Premium Roofing & Waterproofing | <b>Base Bid:</b>      | \$343,000.00          | <b>Required Day of Bid:</b>       |   |
| <b>Address:</b>    | 919 52nd Ave                    | <b>Allowance:</b>     | \$25,000.00           | Signed Bid Form                   | X |
| <b>City/State:</b> | Oakland, CA                     | <b>TOTAL:</b>         | \$368,000.00          | Addendum Acknow.                  | X |
| <b>Phone:</b>      | 510-774-7083                    | <b>Alternates:</b>    |                       | Bid Bond                          | X |
| <b>Fax:</b>        |                                 |                       |                       | Non-Collusion                     | X |
|                    |                                 |                       |                       | Iran Contracting Certification    | X |
|                    |                                 | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification          | X |
|                    |                                 | 10:25 AM              | 4/22/2021             | Contractor's Sub List             | X |
|                    |                                 |                       |                       | Debarment Suspension & Schd Z     | X |
|                    |                                 |                       |                       | Local Business Participation Form | X |
|                    |                                 | <u>Time Opened</u>    | <u>Date Opened</u>    | DVBE Forms                        | X |
|                    |                                 | 11:15 AM              | 4/22/2021             |                                   |   |

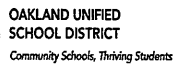
|                    |                                  |                       |                       |                                   |   |
|--------------------|----------------------------------|-----------------------|-----------------------|-----------------------------------|---|
| <b>Company:</b>    | Roofing & Solar Construction Inc | <b>Base Bid:</b>      | \$515,000.00          | <b>Required Day of Bid:</b>       |   |
| <b>Address:</b>    | 7100 Crow Canyon Rd              | <b>Allowance:</b>     | \$25,000.00           | Signed Bid Form                   | X |
| <b>City/State:</b> | Castro Valley, CA                | <b>TOTAL:</b>         | \$540,000.00          | Addendum Acknow.                  | X |
| <b>Phone:</b>      | 415-606-0314                     | <b>Alternates:</b>    |                       | Bid Bond                          | X |
| <b>Fax:</b>        |                                  |                       |                       | Non-Collusion                     | X |
|                    |                                  |                       |                       | Iran Contracting Certification    | X |
|                    |                                  | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification          | X |
|                    |                                  | 10:14 AM              | 4/22/2021             | Contractor's Sub List             | X |
|                    |                                  |                       |                       | Debarment Suspension & Schd Z     | X |
|                    |                                  |                       |                       | Local Business Participation Form |   |
|                    |                                  | <u>Time Opened</u>    | <u>Date Opened</u>    | DVBE Forms                        | X |
|                    |                                  | 11:15 AM              | 4/22/2021             |                                   |   |

|                    |                            |                       |                       |                                   |   |
|--------------------|----------------------------|-----------------------|-----------------------|-----------------------------------|---|
| <b>Company:</b>    | Stronger Building Services | <b>Base Bid:</b>      | \$670,000.00          | <b>Required Day of Bid:</b>       |   |
| <b>Address:</b>    | 580 Harlan St              | <b>Allowance:</b>     | \$25,000.00           | Signed Bid Form                   | X |
| <b>City/State:</b> | San Leandro, CA            | <b>TOTAL:</b>         | \$695,000.00          | Addendum Acknow.                  | X |
| <b>Phone:</b>      | 510-487-8363               | <b>Alternates:</b>    |                       | Bid Bond                          | X |
| <b>Fax:</b>        | 510-487-8246               |                       |                       | Non-Collusion                     | X |
|                    |                            |                       |                       | Iran Contracting Certification    | X |
|                    |                            | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification          | X |
|                    |                            | 10:43 AM              | 4/22/2021             | Contractor's Sub List             | X |
|                    |                            |                       |                       | Debarment Suspension & Schd Z     | X |
|                    |                            |                       |                       | Local Business Participation Form | X |
|                    |                            | <u>Time Opened</u>    | <u>Date Opened</u>    | DVBE Forms                        | X |
|                    |                            | 11:15 AM              | 4/22/2021             |                                   |   |

|                    |                                |                       |                       |                                   |   |
|--------------------|--------------------------------|-----------------------|-----------------------|-----------------------------------|---|
| <b>Company:</b>    | Best Contracting Services, Inc | <b>Base Bid:</b>      | \$723,600.00          | <b>Required Day of Bid:</b>       |   |
| <b>Address:</b>    | 19027 S Hamilton Ave           | <b>Allowance:</b>     | \$25,000.00           | Signed Bid Form                   | X |
| <b>City/State:</b> | Gardena, CA                    | <b>TOTAL:</b>         | \$748,000.00          | Addendum Acknow.                  | X |
| <b>Phone:</b>      | 310-328-6969                   | <b>Alternates:</b>    |                       | Bid Bond                          | X |
| <b>Fax:</b>        | 310-328-9176                   |                       |                       | Non-Collusion                     | X |
|                    |                                |                       |                       | Iran Contracting Certification    | X |
|                    |                                | <u>Time Submitted</u> | <u>Date Submitted</u> | Site Visit Certification          | X |
|                    |                                | 10:53 AM              | 4/22/2021             | Contractor's Sub List             | X |
|                    |                                |                       |                       | Debarment Suspension & Schd Z     | X |
|                    |                                |                       |                       | Local Business Participation Form |   |
|                    |                                | <u>Time Opened</u>    | <u>Date Opened</u>    | DVBE Forms                        | X |
|                    |                                | 11:15 AM              | 4/22/2021             |                                   |   |



### PRIME: Premium Roofing and Waterproofing

Project #: 20005

**Bid Opening Date:** April 7th, 2021

Project Mgr: John Howell

**Base Bid: \$343,000**

Verified Local Business Participation Discount: 5%

**\$17,150.00**

Base Bid W/LBP Discount: \$325,850

**Based on Policy Calculation:**

Philip Lang 4/23/2021

**APPROVAL- LBU Compliance Officer**

**L. Luster and Associates**



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** April 23, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

East Oakland Pride Elementary Roof Replacement  
Project No. 20005

---

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project. We were able to find three local firms who identified themselves as roofing contractors (NAIS code 238160).

**SUMMARY:**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the East Oakland Pride Elementary School Roof Replacement Project submitted by Premium Roofing and Waterproofing.

- Premium Roofing and Waterproofing achieved 50% LBU (0% LBE and 100% SLBE/SLRBE)

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Premium Roofing and Waterproofing to be responsive and eligible for contract award.

Cc: Kenya Chapman

Local Business Utilization Program Consultants



L. Luster & Associates



LCG LOWE CONSULTING  
GROUP INC.



**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** April 23, 2021  
**To:** Juanita Hunter  
**From:** Philip Lang, LBU Consultant  
**Subject:** LBU Review  
East Oakland Pride Elementary Roof Replacement  
Project No. 20005

---

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project. We were able to find three local firms who identified themselves as roofing contractors (NAIS code 238160).

**SUMMARY:**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the East Oakland Pride Elementary School Roof Replacement Project submitted by Roofing and Solar Construction Inc.

- Roofing and Solar Construction Inc. did not achieve 50% LBU (0% LBE and 0% SLBE/SLRBE)

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Roofing and Solar Construction Inc. to be nonresponsive and ineligible for contract award.

Cc: Kenya Chapman

Local Business Utilization Program Consultants





**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** April 23, 2021  
**To:** Juanita Hunter  
**From:** Philip Lang, LBU Consultant  
**Subject:** LBU Review  
East Oakland Pride Elementary Roof Replacement  
Project No. 20005

---

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project. We were able to find three local firms who identified themselves as roofing contractors (NAIS code 238160).

**SUMMARY:**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the East Oakland Pride Elementary School Roof Replacement Project submitted by Stronger Building Services.

- Stronger Building Services did not achieve 50% LBU (0% LBE and 0% SLBE/SLRBE)

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Stronger Building Services to be nonresponsive and ineligible for contract award.

Cc: Kenya Chapman

Local Business Utilization Program Consultants





**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** April 23, 2021  
**To:** Juanita Hunter  
**From:** Philip Lang, LBU Consultant  
**Subject:** LBU Review  
East Oakland Pride Elementary Roof Replacement  
Project No. 20005

---

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project. We were able to find three local firms who identified themselves as roofing contractors (NAIS code 238160).

**SUMMARY:**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the East Oakland Pride Elementary School Roof Replacement Project submitted by Best Contracting Services, Inc.

- Best Contracting Services, Inc. did not achieve 50% LBU (0% LBE and 0% SLBE/SLRBE).

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Best Contracting Services, Inc. to be nonresponsive and ineligible for contract award.

Cc: Kenya Chapman

Local Business Utilization Program Consultants



**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 PREMIUM ROOFING & WATERPROOFING ("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 **East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch Street, Oakland, California, 94621** (the "Contract"), Project No. **PR20005**

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>three hundred and forty three thousand</u>  | Dollars | \$ <u>343,000</u>  |
| <i>Base Bid Amount</i>   |         |                    |
| <u>Twenty-five Thousand</u>  | Dollars | <u>\$25,000.00</u> |
| <i>Contingency Allowance</i>   |         |                    |
| <u>three hundred and sixty eight thousand</u>  | Dollars | \$ <u>368,000</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      | BID FORM             |
| East Oakland Pride Elementary School | DOCUMENT 00 31 01 -1 |
| Roof Replacement                     |                      |
| Project No. PR20005                  |                      |
| April 2, 2021                        |                      |

# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **PREMIUM ROOFING & WATER PROOFING**  
 Project: **EAST OAKLAND PRIDE ELEMENTARY SCHOOL ROOF REPLACEMENT**  
 Project #: **PR20005**  
 Estimate:

Bid Opening Date: **4/22/01**  
 Time:  
 Project Mgr:  
 Architect:

| Base Bid Dollar Amount   | \$                          | Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid |             |       |                                   |
|--|-----------------------------|---|-------------|-------|-----------------------------------|
|  | Total Dollar Amount of Work | LBE %   | SLB%        | SLBR% | City of Oakland Certification No. |
| <b>PRIME Company:</b> <b>PREMIUM ROOFING &amp; WATER PROOFING</b><br>Address: <b>919 52ND AVENUE</b><br>City/State: <b>OAKLAND, CA 94601</b><br>Phone: <b>510 774 7083</b> | \$ <b>328,000.00</b>        |   | <b>100%</b> |       | <b>6360</b>                       |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:   | \$                          |   |             |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:   | \$                          |   |             |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:   | \$                          |   |             |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:   | \$                          |   |             |       |                                   |
| <b>TOTAL PARTICIPATION</b>   | \$0.00                      | 0.0%  | 0.0%        | 0.0%  | <b>0.0%</b>                       |

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening



This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**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:

**PREMIUM ROOFING & WATER PROOFING**  
**919 52ND AVENUE, OAKLAND, CA 94601**

Our Public Liability and Property Damage Insurance is placed with:

**INDIAN HARBOR**

Our Workers' Compensation Insurance is placed with:

**STATE FUND**

{SR526394}2

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -2</b> |

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 4/6/21 Addendum No. 4 Date 4/16/21  
Addendum No. 2 Date 4/8/21 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 4/16/21 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

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -3</b> |

Print or Type Name: ALAN KREAGER Alan Kyn  
Title: SECRETARY TREASURER  
Name of Company as Licensed in California: PREMIUM ROOFING & WATER PROOFING, INC.  
Business Address: 919 52ND AVENUE OAKLAND, CA 94601  
Telephone Number: 510 774 7083  
California Contractor License No.: 1019378  
Class and Expiration Date: C-39 10-31-2022  
Public Works Contractor Registration No.: 1000044468  
State of Incorporation, if Applicable: CA

NAME: JESUS AMBAIZ CERVANTES  
SIGNATURE: Jesus Ambaiz Cervantes  
TITLE: PRESIDENT

{SR526394}4

| OAKLAND UNIFIED SCHOOL DISTRICT  | BID FORM             |
|--|----------------------|
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | DOCUMENT 00 31 01 -4 |

**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 & Solar Construction Inc. ("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 **East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch Street, Oakland, California, 94621 (the "Contract")**, Project No. **PR20005**

The Contract Documents were prepared by OUSD.

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

|  |                |                     |
|--|----------------|---------------------|
| Five-hundred Fifteen thousand  | <i>Dollars</i> | \$ <u>\$515,000</u> |
| <i>Base Bid Amount</i>   |                |                     |
| <i>Twenty-five Thousand</i>  | <i>Dollars</i> | <u>\$25,000.00</u>  |
| <i>Contingency Allowance</i>   |                |                     |
| Five-hundred fourty thousand   | <i>Dollars</i> | \$ <u>540,000</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  | BID FORM             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | DOCUMENT 00 31 01 -1 |

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Da  
Time:  
Project Mgr:  
Architect:

| Base Bid Dollar Amount                                     | \$                          | Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid |      |       |                                   |
|--|-----------------------------|---|------|-------|-----------------------------------|
|  | Total Dollar Amount of Work | LBE %   | SLB% | SLBR% | City of Oakland Certification No. |
| <b>PRIME Company:</b><br>Address:<br>City/State:<br>Phone: | \$                          |   |      |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:       | \$                          |   |      |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:       | \$                          |   |      |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:       | \$                          |   |      |       |                                   |
| <b>Company:</b><br>Address:<br>City/State:<br>Phone:       | \$                          |   |      |       |                                   |
| <b>TOTAL PARTICIPATION</b>                                 | \$0.00                      | 0.0%  | 0.0% | 0.0%  | <b>0.0%</b>                       |

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**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:  
**630 Hunter Lane Santa Rosa, CA 95404**

Our Public Liability and Property Damage Insurance is placed with:  
**North American Specialty Insurance Company**

Our Workers' Compensation Insurance is placed with:  
**State Fund**

{SR526394}2

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -2</b> |

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 4/6/21 Addendum No. 4 Date 4/16/21  
Addendum No. 2 Date 4/8/21 Addendum No.        Date         
Addendum No. 3 Date 4/16/21 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

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -3</b> |

Print or Type Name: Cassy Fabiani

Title: President

Name of Company as Licensed in California: Roofing & Solar Construction Inc.

Business Address: 7100 Crow Canyon Rd. Castro Valley CA 94552

Telephone Number: 415-606-0314

California Contractor License No.: 1018877

Class and Expiration Date: C-39, B - 9/30/22

Public Works Contractor Registration No.: 1000043217

State of Incorporation, if Applicable: 4/14/16

{SR526394}4

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -4</b> |



**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 Stranger Building Services ("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 **East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch Street, Oakland, California, 94621** (the "Contract"), Project No. **PR20005**

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>Six hundred seventy thousand</u>   | → | <u>Dollars</u> | <u>\$ 670,000<sup>00</sup></u> |
| <b>Base Bid Amount</b>  |   |                |                                |
| <u>Twenty-five Thousand</u>   |   | <u>Dollars</u> | <u>\$25,000.00</u>             |
| <b>Contingency Allowance</b>  |   |                |                                |
| <u>six hundred ninety five thousand</u>   | → | <u>Dollars</u> | <u>\$ 695,000<sup>00</sup></u> |
| <b>Total Bid Amount</b>   |   |                |                                |
| <b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i></b> |   |                |                                |

|  |                      |
|--|----------------------|
| OAKLAND UNIFIED SCHOOL DISTRICT  | BID FORM             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | DOCUMENT 00 31 01 -1 |

# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Stronger Building Services*  
 Project: *East Oakland Pride Elementary School Roof Replacement*  
 Project #: *PR20005*  
 Estimate: •

Bid Opening Date: *April 22, 2021*  
 Time: *11 am*  
 Project Mgr: *Ismael Avila*  
 Architect:

| Base Bid Dollar Amount  | \$                            | Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid |      |       |                                   |
|---|-------------------------------|---|------|-------|-----------------------------------|
|   | Total Dollar Amount of Work   | LBE %   | SLB% | SLBR% | City of Oakland Certification No. |
| <b>PRIME Company:</b> <i>Stronger Building Services</i><br>Address: <i>580 Harlan St.</i><br>City/State: <i>San Leandro, CA</i><br>Phone: <i>(510) 487-8363</i> | <i>\$695,000<sup>00</sup></i> |   |      |       | <i>00157896</i>                   |
| <b>Company:</b><br>Address: \$<br>City/State:<br>Phone:   |                               |   |      |       |                                   |
| <b>Company:</b><br>Address: \$<br>City/State:<br>Phone:   |                               |   |      |       |                                   |
| <b>Company:</b><br>Address: \$<br>City/State:<br>Phone:   |                               |   |      |       |                                   |
| <b>Company:</b><br>Address: \$<br>City/State:<br>Phone:   |                               |   |      |       |                                   |
| <b>Company:</b><br>Address: \$<br>City/State:<br>Phone:   |                               |   |      |       |                                   |
| <b>TOTAL PARTICIPATION</b>  | \$0.00                        | 0.0%  | 0.0% | 0.0%  | <b>0.0%</b>                       |

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**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:

580 Harlan St, San Leandro, CA 94577

Our Public Liability and Property Damage Insurance is placed with:

Associated Industries Insurance Company, Inc.

Our Workers' Compensation Insurance is placed with:

state compensation Insurance fund of CA

{SR526394}2

|  |                      |
|--|----------------------|
| OAKLAND UNIFIED SCHOOL DISTRICT  | BID FORM             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | DOCUMENT 00 31 01 -2 |

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 4/6/21 Addendum No. 4 Date 4/16/21  
Addendum No. 2 Date 4/8/21 Addendum No.        Date         
Addendum No. 3 Date 4/16/21 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

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -3</b> |

Print or Type Name: Claudia Chavez  
Title: President  
Name of Company as Licensed in California: Stronger Building Services  
Business Address: 580 Harlan St., San Leandro, CA 94577  
Telephone Number: (510) 487-8363  
California Contractor License No.: 955618  
Class and Expiration Date: B, C-39; 12/31/2022  
Public Works Contractor Registration No.: 1000002136  
State of Incorporation, if Applicable: CA

4/22/21  
 Claudia Chavez, President  
  
Gerardo Peinado - Sec./Tres.

{SR526394}4

|  |                             |
|--|-----------------------------|
| OAKLAND UNIFIED SCHOOL DISTRICT  | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -4</b> |

**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 Best Contracting Services, Inc. ("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 **East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch Street, Oakland, California, 94621 (the "Contract"), Project No. PR20005**

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>SEVEN HUNDRED TWENTY THREE THOUSAND</u>   | <u>SIX HUNDRED</u><br>Dollars | <u>\$ 723,600<sup>00</sup></u> |
| <i>Base Bid Amount</i>   |                               |                                |
| <u>Twenty-five Thousand</u>  | <u>Dollars</u>                | <u>\$25,000.00</u>             |
| <i>Contingency Allowance</i>   |                               |                                |
| <u>SEVEN HUNDRED FORTY EIGHT THOUSAND</u>  | <u>SIX HUNDRED</u><br>Dollars | <u>\$ 748,600<sup>00</sup></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  | BID FORM             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | DOCUMENT 00 31 01 -1 |

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: Best Contracting Services, Inc.

Project: EAST OAKLAND PRIDE ELEMENTARY SCHOOL ROOF REPLACEMENT

Project #: PR20005

Estimate:

Bid Opening Date: April 22, 2021

Time: 11:00 am

Project Mgr:

Architect:

| Base Bid Dollar Amount      | \$     | Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid |       |                                   |  |
|-----------------------------|--------|---|-------|-----------------------------------|--|
| Total Dollar Amount of Work | LBE %  | SLB%  | SLBR% | City of Oakland Certification No. |  |
| \$ 748,600.00               |        |   |       |                                   |  |
| PRIME Company:              |        |   |       |                                   |  |
| Address:                    | \$     |   |       |                                   |  |
| City/State:                 |        |   |       |                                   |  |
| Phone:                      |        |   |       |                                   |  |
| Company:                    |        |   |       |                                   |  |
| Address:                    | \$     |   |       |                                   |  |
| City/State:                 |        |   |       |                                   |  |
| Phone:                      |        |   |       |                                   |  |
| Company:                    |        |   |       |                                   |  |
| Address:                    | \$     |   |       |                                   |  |
| City/State:                 |        |   |       |                                   |  |
| Phone:                      |        |   |       |                                   |  |
| Company:                    |        |   |       |                                   |  |
| Address:                    | \$     |   |       |                                   |  |
| City/State:                 |        |   |       |                                   |  |
| Phone:                      |        |   |       |                                   |  |
| Company:                    |        |   |       |                                   |  |
| Address:                    | \$     |   |       |                                   |  |
| City/State:                 |        |   |       |                                   |  |
| Phone:                      |        |   |       |                                   |  |
| TOTAL PARTICIPATION         | \$0.00 | 0.0%  | 0.0%  | 0.0%                              |  |
|                             |        |   |       | 0.0%                              |  |

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**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:

Best Contracting Services, Inc.

19027 S. Hamilton Ave. Gardena, CA 90248

Our Public Liability and Property Damage Insurance is placed with:

Zurich American Insurance Company

800 Wilshire Blvd., 2nd Floor Los Angeles CA 90017

Our Workers' Compensation Insurance is placed with:

Zurich American Insurance Company

800 Wilshire Blvd., 2nd Floor Los Angeles CA 90017

{SR526394}2

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -2</b> |



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 4/06/2021 Addendum No. 2 Date 4/08/2021  
Addendum No. 3 Date 4/16/2021 Addendum No. 4 Date 4/16/2021  
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

|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -3</b> |

SIGNED: \_\_\_\_\_

Moji Tabazadeh, President

SIGNED: \_\_\_\_\_

Sean Tabazadeh, CEO/Secretary

Print or Type Name: Sean Tabazadeh

Title: CEO/Secretary

Name of Company as Licensed in California: Best Contracting Services, Inc.

Business Address: 19027 S. Hamilton Ave. Gardena, CA 90248

Telephone Number: (310) 328-6969

California Contractor License No.: # 456263

Class and Expiration Date: A,B,C17,C39,C43 / MAY 31, 2022

Public Works Contractor Registration No.: # 1000000563

State of Incorporation, if Applicable: CALIFORNIA

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|  |                             |
|--|-----------------------------|
| <b>OAKLAND UNIFIED SCHOOL DISTRICT</b>   | <b>BID FORM</b>             |
| East Oakland Pride Elementary School<br>Roof Replacement<br>Project No. PR20005<br>April 2, 2021 | <b>DOCUMENT 00 31 01 -4</b> |



PREMROO-01

MBISHOP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2021

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><br><b>ISU Sander Jacobs Cassayre Insurance Services</b><br><b>3200 Villa Lane</b><br><b>Napa, CA 94558</b> | <b>CONTACT NAME:</b> <b>Melissa Bishop</b>                        |   |
|  | <b>PHONE (A/C, No, Ext):</b> <b>(707) 252-8822</b>                | <b>FAX (A/C, No):</b> <b>(707) 253-8255</b> |
| <b>E-MAIL ADDRESS:</b> <b>certificates@sanderjacobs.com</b>  |   |   |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   | <b>NAIC #</b>                               |
| <b>INSURER A:</b> <b>Indian Harbor Insurance Co.</b>   |   |   |
| <b>INSURED</b><br><br><b>Premium Roofing &amp; Waterproofing, Inc</b><br><b>919 52nd Ave</b><br><b>Oakland, CA 94601</b>   | <b>INSURER B:</b> <b>Infinity Select Insurance Company</b>        |   |
|  | <b>INSURER C:</b> <b>Tokio Marine Specialty Insurance Company</b> |   |
|  | <b>INSURER D:</b> <b>STATE COMPENSATION INS. FUND OF CA</b>       |   |
|  | <b>INSURER E:</b>   |   |
|  | <b>INSURER F:</b>   |   |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|------------|----------|-------------------------|-------------------------|-------------------------|---|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <b>X</b>   |          | <b>ESG0056586</b>       | <b>5/3/2020</b>         | <b>5/3/2021</b>         | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br><b>Deductible</b> \$ <b>10,000</b> |
| <b>B</b> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |            |          | <b>504610152971-001</b> | <b>2/26/2021</b>        | <b>2/26/2022</b>        | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| <b>C</b> | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |            |          | <b>PUB721299</b>        | <b>5/3/2020</b>         | <b>5/3/2021</b>         | EACH OCCURRENCE \$ <b>5,000,000</b><br>AGGREGATE \$ <b>5,000,000</b><br>\$  |
| <b>D</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <b>N/A</b> |          | <b>9142638-20</b>       | <b>10/1/2020</b>        | <b>10/1/2021</b>        | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Job PR20005**


**RE: East Oakland Pride Elementary School Roof Replacement Project, 8000 Birch St., Oakland, CA 94621**

When required by written contract, attached endorsements apply.

Entities: Oakland Unified School District

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| <b>Oakland Unified School District</b><br><b>955 High Street</b><br><b>Oakland, CA 94601</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. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>                                       |



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

|                     |   |             |     |
|---------------------|---|-------------|-----|
| <b>Project Name</b> | East Oakland Pride Elementary School Roof Replacement | <b>Site</b> | 107 |
|---------------------|---|-------------|-----|

### 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<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

### Contractor Information

|                    |   |                  |   |       |    |     |       |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name    | Premium Roof Waterproofing, Inc.                                      | Agency's Contact | Alan Krueger  |       |    |     |       |
| OUSD Vendor ID #   | 007111  | Title            | Manager   |       |    |     |       |
| Street Address     | 919 52 <sup>nd</sup> Ave  | City             | Oakland   | State | CA | Zip | 94608 |
| Telephone          | 510-866-5238  | Policy Expires   |   |       |    |     |       |
| Contractor History | Previously been an OUSD contractor? X Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes X No |       |    |     |       |
| OUSD Project #     | PR20005   |                  |   |       |    |     |       |

### Term of Original/Amended Contract

|  |           |   |           |
|--|-----------|---|-----------|
| <b>Date Work Will Begin (i.e., effective date of contract)</b> | 5-27-2021 | <b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b> | 7-26-2021 |
|  |           | <b>New Date of Contract End (If Any)</b>  |           |

### Compensation/Revised Compensation

|   |               |  |    |
|---|---------------|--|----|
| <b>If New Contract, Total Contract Price (Lump Sum)</b> | \$ 368,000.00 | <b>If New Contract, Total Contract Price (Not To Exceed)</b> | \$ |
| <b>Pay Rate Per Hour (If Hourly)</b>                    | \$            | <b>If Amendment, Change in Price</b>                         | \$ |
| <b>Other Expenses</b>                                   |               | <b>Requisition Number</b>                                    |    |

### Budget Information

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

| Resource # | Funding Source         | Org Key  | Object Code | Amount       |
|------------|------------------------|--|-------------|--------------|
| 0502 9025  | Fund 14 Deferred Maint | 140-0502-0-9025-8500-6273-107-9880-9000-9999-99999 | 6273        | \$368,000.00 |

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

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

|    |  |                               |              |                      |              |
|----|--|-------------------------------|--------------|----------------------|--------------|
| 1. | <b>Division Head</b>   | <b>Phone</b>                  | 510-535-7038 | <b>Fax</b>           | 510-535-7082 |
|    | <b>Director, Buildings &amp; Grounds Department</b>                      |                               |              |                      |              |
|    | <b>Signature</b>   |                               |              | <b>Date Approved</b> | 4/30/21      |
| 2. | <b>General Counsel, Department of Facilities Planning and Management</b> |                               |              |                      |              |
|    | <b>Signature</b>   | Lozano Smith, as to form only |              | <b>Date Approved</b> | 4/28/21      |
| 3. | <b>Deputy Chief, Facilities Planning and Management</b>                  |                               |              |                      |              |
|    | <b>Signature</b>   |                               |              | <b>Date Approved</b> | 4/30/21      |
| 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> |              |