

Board Office Use: Legislative File Info.	
File ID Number	24-1428
Introduction Date	06-26-2024
Enactment Number	24-1250
Enactment Date	6/26/2024 os



## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Marc White, Director, Buildings and Grounds  
 Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management

**Board Meeting Date** June 26, 2024

**Subject** Agreement Between Owner and Contractor – H.B. Restoration Inc. – Oakland Technical High School Boys Gym & Portable Exterior Painting Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and H.B. Restoration Inc., Rio Linda, CA, for the latter to prep and paint exterior building of the boys gym and all portables for the **Oakland Technical High School Boys Gym & Portable Exterior Painting Project**, in the total amount of \$148,800.00, which includes a contingency allowance of \$30,000.00, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

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

**LBP (Local Business Participation Percentage)** 00.0%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and H.B. Restoration Inc., Rio Linda, CA, for the latter to prep and paint exterior building of the boys gym and all portables for the Oakland Technical High School Boys Gym & Portable Exterior Painting Project, in the total amount of \$148,800.00, which includes a contingency allowance of \$30,000.00, with the work anticipated to commence on June 27, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 26, 2024.

**Fiscal Impact** Fund 140, Deferred Maintenance

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



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 24-1428**

**Department: Buildings & Grounds**

**Vendor Name: H.B. Restoration Inc.**

**Project Name: Oakland Technical HS Boys Gym & Portable Exterior Painting      Project No.: 70045**

**Contract Term: Intended Start: June 27, 2024      Intended End: August 26, 2024**

**Total Cost Over Contract Term: \$148,800.00**

**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?**

H.B. Restoration Inc. was selected by the District as the lowest responsible and responsive bid.

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

H.B. Restoration Inc. will provide exterior painting of the Boys Gym and portables on campus for Oakland Technical High School Boys Gym & Portable Exterior Painting Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty text box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **June 27, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called "OUSD" or the "Owner," and **H.B. RESTORATION INC.** hereinafter called the "Contractor."

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

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

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

the Oakland Technical High School Boys Gym & Portable Exterior Painting Project, located at 4351 Broadway, Oakland, CA,

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

OUSD, 955 High Street, Oakland, CA. PH: 510-535-7044.

and other Contract Documents relating thereto.

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

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

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

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

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 27, 2024**, in which case the deadline for Completion would be **August 26, 2024**.

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

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

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

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

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

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

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS NO/100 (\$148,800.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY THOUSAND DOLLARS NO/100 (\$30,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

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

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

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

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

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

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be



mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

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

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

Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

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

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

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

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

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

**ARTICLE XII. ENTIRE AGREEMENT.**

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

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

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

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

**ARTICLE XV. BINDING EFFECT.**

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

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

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The

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

**ARTICLE XVII. AMENDMENTS.**

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

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.**

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


**ARTICLE XIX. WRITTEN NOTICE.**

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

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

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

**CONTRACTOR:  
HORIZON BROTHERS RESTORATION, INC.**

Signature: 

Name: Dimitrios P. Rozakis Date: 5/28/2024

(Chairman, Pres., or Vice-Pres. CEO)

Signature Emmanuel M Rozakis

Name: Emmanuel M Rozakis Date: 5/28/2024  
(Secretary, Asst. Secretary, CFO, or Asst. Treasure) Secretary

OAKLAND UNIFIED SCHOOL DISTRICT

*Ben Davis*  
Benjamin Davis, President, Board of Education

6/27/2024  
Date

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

6/27/2024  
Date

*Marc White*  
Marc White, Director,  
Buildings & Grounds

*5/30/24*  
Date

Approved As To Form:

*James Traber* 5/29/24  
OUSD Facilities Legal Counsel Date

1034975  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

1/31/2026  
LICENSE EXPIRATION DATE

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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Oakland Tech High School  
 Project: Boys Gym Portables Exterior Painting  
 Project #: 70045  
 Estimate: \$300,000

Date: Thursday, April 25, 2024  
 Time: 2:00 P.M.  
 Project Mgr: Marcus Board  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Athens Painting & Commercial	<b>Base Bid:</b>	\$139,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4291 Suzanne Dr	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Pittsburg, CA 94565	<b>TOTAL:</b>	\$169,000.00	Addendum Acknow.	X
<b>Phone:</b>	925-232-4446	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		10:56 AM	4/25/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<b>Time Opened</b>	<b>Date Opened</b>	DVBE Forms	
		2:14 PM	4/24/2025		
<b>Company:</b>	D & D Painting Company	<b>Base Bid:</b>	\$135,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	44 Worrell Rd	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Antioch, CA	<b>TOTAL:</b>	\$165,000.00	Addendum Acknow.	X
<b>Phone:</b>	415-601-6907	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		10:52 AM	4/25/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<b>Time Opened</b>	<b>Date Opened</b>	DVBE Forms	
		2:10 PM	4/25/2024		
<b>Company:</b>	Fresh Start Painting Company	<b>Base Bid:</b>	\$234,450.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	8 Seville Court	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Millbrae, CA	<b>TOTAL:</b>	\$264,450.00	Addendum Acknow.	x
<b>Phone:</b>	650-222-7766	<b>Alternates:</b>		Bid Bond	x
<b>Fax:</b>				Non-Collusion	x
				Iran Contracting Certification	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	x
		1:44 PM	4/25/2024	Contractor's Sub List	x
				Debarment Suspension & Schd Z	x
				Local Business Participation Form	
		<b>Time Opened</b>	<b>Date Opened</b>	DVBE Forms	
		2:13 PM	4/25/2024		
<b>Company:</b>	George E Masker, Inc	<b>Base Bid:</b>	\$122,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	7699 Edgewater Dr	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$152,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-568-1206	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		12:00 PM	4/25/2024	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<b>Time Opened</b>	<b>Date Opened</b>	DVBE Forms	
		2:11 PM	2/25/2024		

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b>	KBI Painting, Inc	Base Bid:	\$ 183,554.00	<b>Required Day of Bid:</b>		
Address:	P.O. Box 750397	Allowance:	\$30,000.00	Signed Bid Form		X
City/State:	Petaluma, CA	<b>TOTAL:</b>	\$ 213,554.00	Addendum Acknow.		X
Phone:	707-795-4955	Alternates:		Bid Bond		X
Fax:				Non-Collusion		X
				Iran Contracting Certification		
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				12:44 PM	4/25/2024	X
						Contractor's Sub List
						X
						Debarment Suspension & Schd Z
						X
						<b>Local Business Participation Form</b>
				<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms
				2:04 PM	4/25/2024	
<b>Company:</b>	Color New Company	Base Bid:	\$ 191,000.00	<b>Required Day of Bid:</b>		
Address:	22855 Califa St	Allowance:	\$30,000.00	Signed Bid Form		X
City/State:	Woodland Hills, CA	<b>TOTAL:</b>	\$ 221,000.00	Addendum Acknow.		X
Phone:	818-884-0856	Alternates:		Bid Bond		X
Fax:				Non-Collusion		X
				Iran Contracting Certification		
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				10:54 AM	4/24/2024	X
						Contractor's Sub List
						X
						Debarment Suspension & Schd Z
						X
						<b>Local Business Participation Form</b>
				<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms
				2:06 PM	2/25/2024	
<b>Company:</b>	HB Restoration, Inc.	Base Bid:	\$ 118,800.00	<b>Required Day of Bid:</b>		
Address:	5907 26th St	Allowance:	\$30,000.00	Signed Bid Form		X
City/State:	Rio Linda, CA	<b>TOTAL:</b>	\$ 148,800.00	Addendum Acknow.		X
Phone:	916-308-5193	Alternates:		Bid Bond		X
Fax:				Non-Collusion		X
				Iran Contracting Certification		
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
				10:58 AM	2/24/2024	X
						Contractor's Sub List
						X
						Debarment Suspension & Schd Z
						X
						<b>Local Business Participation Form</b>
				<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms
				2:05 PM	2/25/2024	
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>		
Address:		Allowance:		Signed Bid Form		
City/State:		<b>TOTAL:</b>		Addendum Acknow.		
Phone:		Alternates:		Bid Bond		
Fax:				Non-Collusion		
				Iran Contracting Certification		
				<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
						Contractor's Sub List
						Debarment Suspension & Schd Z
						<b>Local Business Participation Form</b>
				<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms

Written By:

Read By:

Juanita Hunter

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

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

Dear Board Members:

The undersigned, doing business under the firm name of HB Restoration INC, 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 **Oakland Technical High School Boys Gym Portables Exterior Painting Project, located at 4351 Broadway, Oakland (the "Contract")**, Scope of work includes: pressure washing, priming, caulking, filling, and painting of all surfaces on the Boys Exterior Gym building, portables, window trim, security screens, band rails, exterior doors. The ramp flooring is not included. Must follow the district's specifications and standards. Security screens when painted must be removed and replaced the same day for security purposes and must use OUSD security standard screws when re installing. One (1) coat of primer and two (2) coats of Masonry High Build finish on Gym body surfaces. Semi-gloss on all trim and doors, low sheen on all body of buildings. DTM on all metal surfaces that require painting. A three (3) color scheme will be provided by The District. There will be children's summer programs, contractor will coordinate with Project Manager and the school site. The contractor will be responsible for securing all equipment and material. The District will not be responsible for any damage to equipment and material. The district will provide lead test results and the contractor will be required to have lead certification and proceed with lead protocols. Contractor is responsible for cleaning up debris on the site; complete and sign punch list; provide all warranties when punch list is complete; and will be responsible for traffic control at the site.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

**Bid Amount (Base Bid):**

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

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID FORM  
DOCUMENT 00 31 01

{SR799810}



<i>One Hundred Eighteen Thousand Eight Hundred</i> Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ <u>118,800</u>
<u>Thirty Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$ <u>30,000.00</u>
<i>One Hundred forty Eight Thousand Eight Hundred</i> Dollars <i>Total Base Bid Amount</i>	\$ <u>148,800</u>
<b>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</b>	

**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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 Instructions to Bidders.

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

{SR799810}2

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

5967 26<sup>th</sup> St Rio Linda, CA 95673

Our Public Liability and Property Damage Insurance is placed with:

CUMIS Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

Everest Premier Insurance Company

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. <u>1</u>	Date <u>4/9/2024</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>4/16/2024</u>	Addendum No. _____	Date _____
Addendum No. <u>3</u>	Date <u>4/22/2024</u>	Addendum No. _____	Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

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

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID FORM  
DOCUMENT 00 31 01

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.

Name of Company as Licensed in California: HB Restoration LLC  
Business Address: 5907 26<sup>th</sup> St Rio Linda, CA 95673  
Telephone Number: 916-308-5193  
California Contractor License No.: 1034975  
Class and Expiration Date: C-33, 1/31/2020  
Public Works Contractor Registration No.: 100205512  
State of Incorporation, if Applicable: california

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_  
(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.


Dated: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_  
(Name)  
General Partner

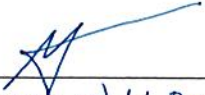
CORPORATION:

Evidence of authority to bind corporation is attached.

{SR799810}4

Dated: 4/22, 2024

  
\_\_\_\_\_  
Dimitrios P. Pordak (Name)  
CEO (Chairman, Pres., or Vice-Pres.)

  
\_\_\_\_\_  
Emmanuel H. Pordak (Name)  
CEO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}5

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID FORM  
DOCUMENT 00 31 01

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

Bond Number: 1001183264HH

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
H.B. Restoration, Inc. as Principal and  
American Contractors Indemnity Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of Not to Exceed Ten Percent of Amount Bid  
or Thirty-three Thousand and no/cents Dollars (\$33,000.00) 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 Oakland Technical High School Boys Gym in  
Portable Exterior Painting 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.

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID BOND  
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 19th day of April 2024, \_\_\_\_\_, 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:

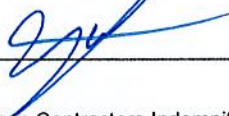
(Notary Seal)

H.B. Restoration, Inc.

(Principal)

5907 26th St Rio Linda, CA 95673

(Business Address)



American Contractors Indemnity Company

(Corporate Surety)

801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017

(Business Address)



By:

Anthony F. Angelicola - Attorney-in-Fact

The rate or premium of this bond is 2% per thousand, the total amount of premium charged, \$ Not to Exceed Ten Percent of Amount Bid.

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID BOND  
DOCUMENT 00 40 00



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**ANTHONY F. ANGELICOLA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* TWENTY MILLION and 00/100 \*\*\*\*\* Dollars (\*\*\*\$20,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

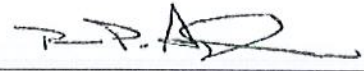
*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



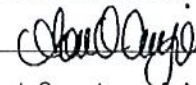
By:   
Daniel P. Aguilar, Vice President

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

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19<sup>th</sup> day of April 2024.

Corporate Seals  
Bond No. 1001183210/H/H  
Agency No. 2009 - PDF POA



  
Kio Lo, Assistant Secretary

# ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On 04-19-24 before me, D. Tschaplizki - Notary Public  
(insert name and title of the officer)

personally appeared Anthony F. Angelicola  
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 *D. Tschaplizki* (Seal)





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

Owner: Oakland Unified School District  
Contract: Oakland Technical High School Boys Gym Portables Exterior Painting  
The undersigned declares:

I am the CEO of HB Restoration, INC., the party making the foregoing bid or proposal ("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 or proposer ("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 or proposing ("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 22, 2024, at Rio Linda [city], CA [state].

\_\_\_\_\_  
Signature

Dimitrios P. Rozakis

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

NON-COLLUSION  
DOCUMENT 00 40 03

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

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

**PROJECT: Oakland Technical High School Boys Gym Portables Exterior Painting**  
Check option that applies:

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


  x   I certify that Roman Konovalenko (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: 4/22/2024

Proper Name of Bidder: HB Restoration INC

Signature: 

Print Name: Dimitrios P. Rozakis

Title: CEO

END OF DOCUMENT

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT  
FOR CONSTRUCTION CONTRACTS**  
(Education Code Section 45125.2)  
**DOCUMENT 00 43 00**

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

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

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

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

{SR798850} 1

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).)

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

Dated: April 22, 2024

  
\_\_\_\_\_  
Signature

Name: Dimitrios P. Pozakis

Title: CEO

{SR798850}2


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

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>HB Restoration LLC</u> Company Name		 Signature of Authorized Representative	
<u>5907 26th St Rio Linda, CA 95673</u> Address		<u>Dimitrios P. Rozakis</u> Type or Print Name	
<u>916</u> Area Code	<u>308-5193</u> Phone	<u>4/22/2021</u> Date	<u>Dimitrios P. Rozakis</u> Type or Print Name

**END OF DOCUMENT**

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

Bond Number: 1001183264HH

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
H.B. Restoration, Inc. as Principal and  
American Contractors Indemnity Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of Not to Exceed Ten Percent of Amount Bid  
or Thirty-three Thousand and no/cents Dollars (\$33,000.00) 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 Oakland Technical High School Boys Gym in  
Portable Exterior Painting 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.

{SR798944} 1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 19th day of April 2024, \_\_\_\_\_, 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)

H.B. Restoration, Inc.

(Principal)

5907 26<sup>th</sup> St Rio Linda, CA 95673

(Business Address)

American Contractors Indemnity Company

(Corporate Surety)

801 South Figueroa Street, Suite 700  
Los Angeles, CA 90017

(Business Address)

By:

Anthony F. Angelicola - Attorney-in-Fact

The rate or premium of this bond is 2% per thousand, the total amount of premium charged, \$ Not to Exceed Ten Percent of Amount Bid.

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO. 70045  
April 4, 2024

BID BOND  
DOCUMENT 00 40 00



TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**ANTHONY F. ANGELICOLA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* TWENTY MILLION and 00/100 \*\*\*\*\* Dollars (\*\*\*\$20,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be It Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be It Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

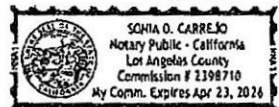
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19<sup>th</sup> day of April, 2024.

Corporate Seals  
Bond No. 1004832644  
Agency No. 2009 - PDF POA



[Signature]  
Kio Lo, Assistant Secretary



# ACKNOWLEDGMENT

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

State of California  
County of San Francisco

On 04-19-24 before me, D. Tschaplizki - Notary Public  
(insert name and title of the officer)

personally appeared Anthony F. Angelicola  
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 *D. Tschaplizki* (Seal)



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

Bond Number: 1001183277 Premium \$2,976.00

**KNOW ALL MEN BY THESE PRESENTS** that we, H.B. Restoration, Inc., as Principal, and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Forty-eight Thousand Eight Hundred and no/cents Dollars (\$148,800.00) 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 June 6, 2024, for construction of

**the Oakland Technical High School Boys Gym Portables Exterior Painting Project, located at 4351 Broadway, Oakland (the "Contract"),** Scope of work includes: pressure washing, priming, caulking, filling, and painting of all surfaces on the Boys Exterior Gym building, portables, window trim, security screens, band rails, exterior doors. The ramp flooring is not included. Must follow the district's specifications and standards. Security screens when painted must be removed and replaced the same day for security purposes and must use OUSD security standard screws when re installing. One (1) coat of primer and two (2) coats of Masonry High Build finish on Gym body surfaces. Semi-gloss on all trim and doors, low sheen on all body of buildings. DTM on all metal surfaces that require painting. A three (3) color scheme will be provided by The District. There will be children's summer programs, contractor will coordinate with Project Manager and the school site. The contractor will be responsible for securing all equipment and material. The District will not be responsible for any damage to equipment and material. The district will provide lead test results and the contractor will be required to have lead certification and proceed with lead protocols. Contractor is responsible for cleaning up debris on the site; complete and sign punch list; provide all warranties when punch list is complete; and will be responsible for traffic control at the site.

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

(SR798942) 1

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTRIOR PAINTING  
PROJECT NO.:70045

PERFORMANCE BOND  
DOCUMENT 00 61 00

of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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


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 4<sup>th</sup> day of May, 2004, 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)

H.B. Restoration, Inc.

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

5907 26<sup>th</sup> St Rio Linda, CA 95673  
(Business Address)

(Affix Corporate Seal)

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

5907 26<sup>th</sup> St Rio Linda, CA 95673  
(Business Address)

(Affix Corporate Seal)

American Contractors Indemnity Company  
\_\_\_\_\_  
(Corporate Surety)

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO.:70045

PERFORMANCE BOND  
DOCUMENT 00-61 00

801 South Figueroa Street, Suite 700

(Business Address)  
Los Angeles, CA 90017

By: 

Anthony F. Angelicola - Attorney-in-Fact

The rate of premium on this bond is 2% per thousand.

The total amount of premium charged is \$2,976.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT NO.:70045

PERFORMANCE BOND  
DOCUMENT 00 61 00



TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**ANTHONY F. ANGELICOLA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\* TWENTY MILLION and 00/100 \*\*\*\*\* Dollars (\*\*\*\$20,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



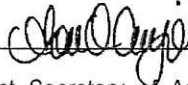
By:   
Daniel P. Aguilar, Vice President

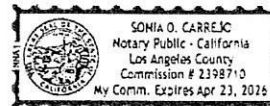
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17<sup>th</sup> day of May, 2024.

Corporate Seals  
Bond No. 1001183277  
Agency No. 2009 - PDF POA



  
Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On 05-04-24 before me, D. Tschaplizki - Notary Public  
(insert name and title of the officer)

personally appeared Anthony F. Angelicola  
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 D. Tschaplizki (Seal)



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

Bond Number: 1001183277 Premium \$2,976.00

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and H.B. Restoration, 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 Oakland Technical High School Boys Gym Portables Exterior Painting Project, located at 4351 Broadway, Oakland (the "Contract"),** Scope of work includes: pressure washing, priming, caulking, filling, and painting of all surfaces on the Boys Exterior Gym building, portables, window trim, security screens, hand rails, exterior doors. The ramp flooring is not included. Must follow the district's specifications and standards. Security screens when painted must be removed and replaced the same day for security purposes and must use OUSD security standard screws when re installing. One (1) coat of primer and two (2) coats of Masonry High Build finish on Gym body surfaces. Semi-gloss on all trim and doors, low sheen on all body of buildings. DTM on all metal surfaces that require painting. A three (3) color scheme will be provided by The District. There will be children's summer programs, contractor will coordinate with Project Manager and the school site. The contractor will be responsible for securing all equipment and material. The District will not be responsible for any damage to equipment and material. The district will provide lead test results and the contractor will be required to have lead certification and proceed with lead protocols. Contractor is responsible for cleaning up debris on the site; complete and sign punch list; provide all warranties when punch list is complete; and will be responsible for traffic control at the site.

which said agreement dated **June 6, 2024**, 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:**

(SR798938) 1

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT. NO.:70045

PAYMENT BOND  
DOCUMENT 00 61 01

That the said Principal and the undersigned American Contractors Indemnity Company  
("Surety") are held and firmly bound unto all laborers, material men, and other persons,  
and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in  
the sum of One Hundred Forty-eight Thousand Eight Hundred Dollars and no/cents Dollars (\$148,800.00)  
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 4th day of May, 2024

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

H.B. Restoration, Inc.

  
Principal

5907 26<sup>th</sup> St Rio Linda, GA 95673

American Contractors Indemnity Company

Surety

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT. NO.:70045

PAYMENT BOND  
DOCUMENT 00 61 01





By: Anthony F. Angelicola - Attorney-in-Fact  
Attorney-in-Fact

The above bond is accepted and approved this 4th day of May 2024.

{SR798938}3

OAKLAND UNIFIED SCHOOL DISTRICT  
OAKLAND TECHNICAL HIGH SCHOOL  
BOYS GYM PORTABLES EXTERIOR PAINTING  
PROJECT. NO.:70045

PAYMENT BOND  
DOCUMENT 00 61 01



TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**ANTHONY F. ANGELICOLA**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\* TWENTY MILLION and 00/100 \*\*\*\*\* Dollars (\*\*\*\$20,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



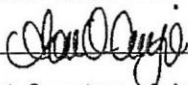
By:   
Daniel P. Aguilar, Vice President

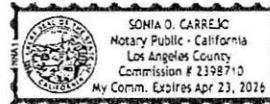
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of May, 2024

Corporate Seals  
Bond No. 1001183277  
Agency No. 2009 - PDF POA



  
Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On 05-04-24 before me, D. Tschaplizki - Notary Public  
(insert name and title of the officer)

personally appeared Anthony F. Angelicola  
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 *D. Tschaplizki* (Seal)



# AGREEMENT TO BE BOUND

Oakland Unified School District,  
Project Labor Agreement

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the OAKLAND TECH HIGH SCHOOL BOYS GYM & PORTABLE EXTERIOR PAINTING PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

5/28/2024

Dated

Signature of Authorized Officer

H.B. Restoration INC

Name of Contractor/Employer(s)

1034975

CSLB#

[hbr.inc.17@gmail.com](mailto:hbr.inc.17@gmail.com)

E-mail and/or Fax

Oakland Technical High School Boys Gym &  
Portable Exterior Painting Project, NO 70045

Project Name & Number

[Dimitrios P. Rozakis CEO](#)

Authorized Officer & Title

[5907 26th ST Rio Linda, CA 95673](#)

Contractor/Employer(s) Address

916

Area Code

308-5193

Phone

Moor Carrier (CA) Permit Number



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2024

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 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> AssuredPartners of California Insurance Services, LLC 215 Estates Dr. Suite 1 Roseville CA 95678	<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C. No. Ext):</b> 800-591-9692 <b>E-MAIL ADDRESS:</b> certificates.roseville@assuredpartners.com		<b>FAX (A/C. No):</b> 800-591-1845
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> HB Restoration Inc. 5915 26TH STREET Rio Linda CA 95673	<b>INSURER A :</b> Everest Premier Insurance Company		<b>NAIC #</b> 16045
	<b>INSURER B :</b> CUMIS Specialty Insurance Company		
	<b>INSURER C :</b> Security National Insurance Co		19879
	<b>INSURER D :</b> Kinsale Insurance Company		38920
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1146974903

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CSCU0102436	3/12/2024	3/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SPP181334300	7/20/2023	7/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01002890260	3/12/2024	3/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		7600021276241	1/5/2024	1/5/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			CSCU0102436	3/12/2024	3/12/2025	Each Occurrence \$1,000,000 Aggregate Limit \$1,000,000

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

Re: Project: Oakland Technical High School Boys' Gym Portables Exterior Painting.  
 Oakland Unified School District is an Additional Insured under General Liability as per the attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 955 High Street  
 Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

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**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	<b>Oakland Technical HS Boys Gym &amp; Portable Exterior Painting</b>	<b>Site</b>	<b>305</b>
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**Basic Directions**

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

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

Contractor Name	H.B. Restoration Inc.	Agency's Contact	Roman Konovalenko			
OUSD Vendor ID #	009060	Title	Owner			
Street Address	5907 26 <sup>th</sup> Street	City	Rio Linda	State	CA	Zip 95673
Telephone	925-954-1520	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	70045					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	6-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-26-2024
		New Date of Contract End (If Any)	

**Compensation/Revised Compensation**

If New Contract, Total Contract Price (Lump Sum)	\$148,800.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	VR24-12288

**Budget Information**

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

Resource #	Funding Source	Org Key	Object Code	Amount
9914/9066	Fund 140 Deferred Maintenance	140-9914-0-9066-8500-6273-305-9880-9999-99999	6273	\$148,800.00

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

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

1.	<b>Division Head</b>	Phone	510-535-7038	Fax	510-535-7082
	<b>Director, Buildings &amp; Grounds</b>				
	Signature	Date Approved	5/30/24		
2.	<b>General Counsel, Facilities</b>				
	Signature	Date Approved	5/29/24		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	Signature	Date Approved	5/30/24		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			