

Board Office Use: Legislative File Info.	
File ID Number	23-1098
Introduction Date	5/24/23
Enactment Number	23-0877
Enactment Date	05/24/2023 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

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

Board Meeting Date May 24, 2023

Subject Agreement Between Owner and Contractor - George E. Masker, Inc. – Hoover Elementary School Exterior Painting Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **George E. Masker, Inc.**, Oakland, California, for the latter to provide scope of work includes but not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod Iron fencing around the site. Repaint 3 portables to ensure color match of school and include all roof soffits, for the **Hoover Elementary School Exterior Painting Project**, in the amount of **\$178,000.00**, which includes a contingency of **\$20,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and scheduled to last for thirty-one days (31), with an anticipated ending of **June 24, 2023**.

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

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **George E. Masker, Inc.**, Oakland, California, for the latter to provide scope of work includes but not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod Iron fencing around the site. Repaint 3 portables to ensure color match of school and include all roof soffits, for the **Hoover Elementary School Exterior Painting Project**, in the amount of **\$178,000.00**, which includes a contingency of **\$20,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 25, 2023**, and scheduled to last for thirty-one days (31), with an anticipated ending of **June 24, 2023**

Fiscal Impact Fund 01, ESSER III

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-1098

Department: Buildings and Grounds

Vendor Name: George E Masker, Inc.

Project Name: Hoover Elementary School Exterior Painting Project

Project No.: 70026C

Contract Term: Intended Start: May 25, 2023

Intended End: June 24, 2023

Total Cost Over Contract Term: \$178,000.00

Approved by: Marc White

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

George E Masker, 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.

George E Masker, Inc. scope of work includes but not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod Iron fencing around the site. Repaint 3 portables to ensure color match of school and include all roof soffits, for the Hoover Elementary School 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?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **May 25, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the "Owner," and **GEORGE E. MASKER, 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 Hoover Elementary School Exterior Painting Project, 890 Brockhurst Street, Oakland, CA 94608, all in strict compliance with the plans, drawings and specifications therefore prepared by

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

and other Contract Documents relating thereto.

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

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

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be thirty-one (31) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **May 25, 2023**, in which case the deadline for Completion would be **June 24, 2023**.

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

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

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

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

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

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS NO/100 (\$178,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **TWENTY THOUSAND DOLLARS NO/100 (\$20,000.00)** 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

Agreement Between Owner and Contractor Over \$60,000 – George E. Masker, Inc. – Hoover Elementary School Exterior Painting Project - \$178,000.00
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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.

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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

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

ARTICLE X. DSA OVERSIGHT PROCESS.

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

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

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

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

ARTICLE XII. ENTIRE AGREEMENT.

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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.

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ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

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

**CONTRACTOR:
GEORGE E. MASKER INC.**

Signature: 

Name: Alan A. Bjerke Date: 4/29/23

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


Signature: 

Name: Alan A. Bjerke Date: 4/28/23

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

OAKLAND UNIFIED SCHOOL DISTRICT


Mike Hutchinson, President, Board of Education Date: 5/25/2023


Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Date: 5/25/2023


Mark White, Director, Buildings and Grounds Date: 3/4/23

Approved As To Form: Limited



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OUSD Facilities Legal Counsel

Date

219160

CALIFORNIA CONTRACTOR'S
LICENSE NO.

4/30/2025

LICENSE EXPIRATION DATE

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

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 30165755
Premium: \$1,780.00

KNOW ALL MEN BY THESE PRESENTS that we, George E. Masker, Inc., as Principal, and Western Surety 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 Seventy-Eight Thousand and 00/100 Dollars (\$178,00.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **May 25, 2023**, for construction of

the Hoover Elementary School Exterior Painting Project, located at 890 Brockhurst Street, Oakland, (the "Contract"). The Scope of work consists of but is not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod iron fencing around the site. Repaint 3 portables to insure color match of school and include all roof soffits.

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

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

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

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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 28th day of April, 2023, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

George E. Masker, Inc.

By: 

(Corporate Principal)

7699 Edgewater Drive
Oakland, CA 94621

(Business Address)

(Affix Corporate Seal)

Western Surety Company
(Corporate Surety)

555 Mission Street, Suite 200
San Francisco, CA 94105

(Business Address)

(Affix Corporate Seal)

By: 

John J. Daley Attorney-in-Fact

The rate of premium on this bond is \$178,000 @ \$10 per thousand.

{SR798942}2

The total amount of premium charged is \$1,780.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO: 70026C

PERFORMANCE BOND
DOCUMENT 00 61 00

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

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

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April 2023



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On April 28, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature _____
signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond Number: 30165755

Document Date: April 28, 2023 Number of Pages: Three(03)

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

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Western Surety Company

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



Signer Is Representing: _____

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 30165755
Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and George E. Masker, 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 Hoover Elementary School Exterior Painting Contract, at 890 Brockhurst Street, Oakland, The Scope of work which consists of but is not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod iron fencing around the site. Repaint 3 portables to insure color match of school and include all roof soffits.

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

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Western Surety 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 Seventy-Eight Thousand and 00/100 Dollars (\$ 178,00.00) 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

{SR798938} 1

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 28th day of April, 2023.

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

George E. Masker, Inc.
Principal

By: [Signature]

Western Surety Company
Surety

By: [Signature]
John J. Daley, Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

{SR798938}2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

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

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



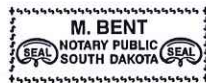
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April 2023



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

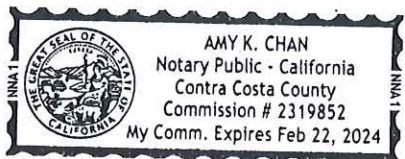
State of California }

County of Contra Costa

On April 28, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature 
signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond Number: 30165755

Document Date: April 28, 2023 Number of Pages: Two(02)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley

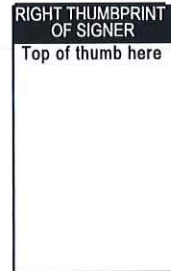
- Individual
- Corporate Officer --Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Western Surety Company

Signer's Name: _____

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



Signer Is Representing: _____

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 The Hoover Elementary School Exterior Painting . 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.

4/10/23
Dated
[Signature]
Signature of Authorized Officer

The Hoover Elementary School Exterior Painting 70026
Project Name & Number
Alan A. Bjerke, President
Authorized Officer & Title

George E. Masker, Inc
Name of Contractor/Employer(s)

7699 Edgewater Drive Oakland, CA 94621
Contractor/Employer(s) Address

219160
CSLB#

(510) 568-1200
Area Code Phone

matt@maskerpainting.com
E-mail and/or Fax
(510) 638-2530 Moor Carrier (CA) Permit Number

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

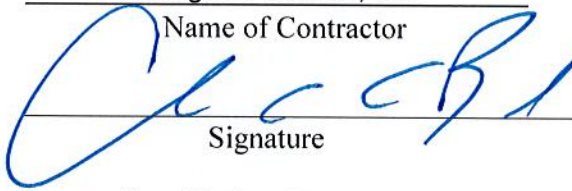
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

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

George E. Masker, Inc.
Name of Contractor


Signature

Alan Bjerke - President
Print Name

4/19/23
Date

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

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION
DOCUMENT 00 42 02

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/19/23

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

Signature: 

Print Name: Alan Bjerke

Title: President

LEAD-BASED MATERIALS CERTIFICATION
DOCUMENT 00 42 03

PROJECT/CONTRACT NO. 70026C between Oakland Unified School District ("District") and George E. Masker, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- 1) Contractor's work may disturb lead-containing building materials.
- 2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- 3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- f. Lead contamination/emergency cleanup;
- g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- h. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

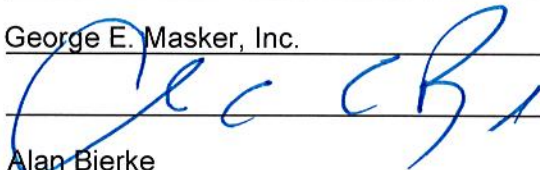
THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 4/19/23

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

Signature: 

Print Name: Alan Bjerke

Title: President

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
DOCUMENT 00 40 06**

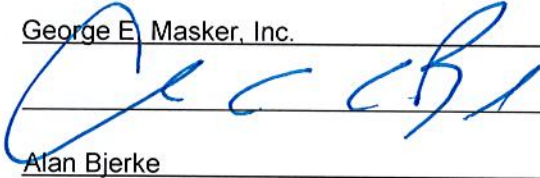
PROJECT/CONTRACT NO. 70026C between Oakland Unified School District ("District") and George E. Masker, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 4/19/23

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

Signature: 

Print Name: Alan Bjerke

Title: President

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION
DOCUMENT 00 42 01

PROJECT NO. 70026C (“Project”) between Oakland Unified School District (the “District” or the “Owner”) and ^{George E.}Masker, Inc. (the “Contractor” or the “Bidder”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site, and I hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: 4/19/23

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

Signature: 

Print Name: Alan Bierke

Title: President

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Hoover Elementary School
 Project: Exterior Painting
 Project #: 70026C
 Estimate: \$200,000

Date: Monday, April 3, 2023
 Time: 2:00 P.M.
 Project Mgr: Robert Strong Jr.
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener *William Lewis*

Company:	NBR Painting & Coating, Inc.	Base Bid:	\$ 157,859.00	Required Day of Bid:	
Address:	321 Willow Ave.	Allowance:	\$ 20,000.00	Signed Bid Form	X
City/State:	Hayward, CA 94541	TOTAL:	\$ 177,859.00	Addendum Acknow.	X
Phone:	510-876-8381	Alternates:		Bid Bond	X
Fax:	510-876-8381			Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:58 p.m.	4/3/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
		2:21 p.m.	4/3/2023		
Company:	George E. Masker, Inc.	Base Bid:	\$ 158,000.00	Required Day of Bid:	
Address:	7699 Edgewater Drive	Allowance:	\$ 20,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94621	TOTAL:	\$ 178,000.00	Addendum Acknow.	X
Phone:	510-568-1206	Alternates:		Bid Bond	X
Fax:	510-638-2530			Non-Collusion	X
				Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:13 p.m.	4/3/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		Time Opened	Date Opened	DVBE Forms	X
		2:35 p.m.	4/3/2023		
Company:	KBI Painting Contractors	Base Bid:	\$ 228,878.00	Required Day of Bid:	
Address:	P.O. Box 750397	Allowance:	\$ 20,000.00	Signed Bid Form	X
City/State:	Petaluma, CA 94975	TOTAL:	\$ 248,878.00	Addendum Acknow.	X
Phone:	707-795-4955	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:28 p.m.	4/3/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	X
		2:42 p.m.	4/3/2023		
Company:	Mark Lee & Yong Kay, Inc. dba	Base Bid:	\$ 298,000.00	Required Day of Bid:	
Company:	Bay Construction Company	Allowance:	\$ 20,000.00	Signed Bid Form	X
Address:	4026 Martin Luther King, Jr. Way	TOTAL:	\$ 318,000.00	Addendum Acknow.	X
City/State:	Oakland, CA 94609	Alternates:		Bid Bond	X
Phone:	510-658-7225			Non-Collusion	X
Fax:	510-658-4890			Iran Contracting Certification	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:42 p.m.	4/3/2023	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		Time Opened	Date Opened	DVBE Forms	X
		2:48 p.m.	4/3/2023		

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 George E Masker 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 Hoover Elementary School Exterior Painting, 890 Brockhurst Street, Oakland, CA 94608 (the "Contract"), Scope of work includes but not limited to prep, prime and paint exterior of the entire site according to the District's specifications and standards. The estimate should include repainting of black rod iron fencing around the site. Repaint 3 portables to insure color match of school and include all roof soffits.

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 :

<u>One Hundred Fifty Eight Thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$ 158,000</u>
<u>Twenty Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$20,000.00</u>
<u>One Hundred Seventy Eight Thousand</u> Dollars <i>Total Base Bid Amount</i>	<u>\$ 178,000</u>

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

BID FORM
DOCUMENT 00 31 01

<p>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</p>	
--	--

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.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
 7699 Edgewater Drive Oakland Ca 94621

Our Public Liability and Property Damage Insurance is placed with:
 Navigators Specialty

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

{SR799810}2

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

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

Addendum No. <u>1</u>	Date <u>3.16.23</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>3.27.23</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	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 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: George E Masker Inc

Business Address: 7699 Edgewater Drive

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

BID FORM
DOCUMENT 00 31 01

Telephone Number: 510.568.1206

California Contractor License No.: 219160

Class and Expiration Date: 4.30.2023

Public Works Contractor Registration No.: 100000521

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

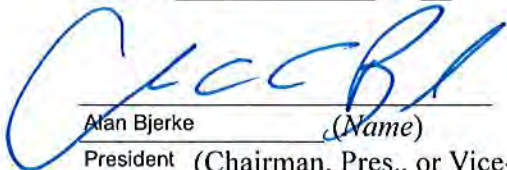
Dated: _____, 20__

(Name)
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: April 3th, 2023



Alan Bjerke (Name)

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



{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

BID FORM
DOCUMENT 00 31 01

Alan Bjerke _____ (*Name*)

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

{SR799810}5

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

BID FORM
DOCUMENT 00 31 01

BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
George E. Masker, Inc. as Principal and
Western Surety Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Total Amount Bid Dollars (\$ 10%*****) 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 Exterior Painting in
strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

{SR798944} I

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

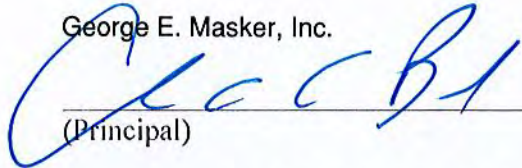
BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 23rd day of March, 2023, the name and corporate party being hereto affixed and these presents duly signed by its

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

(Notary Seal)

George E. Masker, Inc.

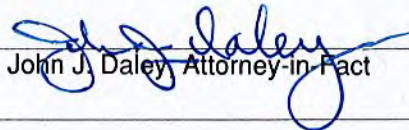


(Principal)

7699 Edgewater Drive, Oakland, CA 94621
(Business Address)

Western Surety Company
(Corporate Surety)

555 Mission Street San Francisco, CA 94105
Business Address)

By: 

John J. Daley, Attorney-in-Fact

The rate or premium of this bond is First \$500,000 @ \$10 per thousand, the total amount of premium charged, \$ N/A.

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

{SR798944}2

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

BID BOND
DOCUMENT 00 40 00

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

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

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

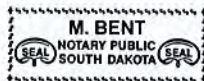
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March, 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

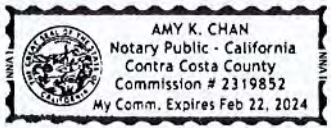
State of California }

County of Contra Costa

On March 23, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.
Signature 
signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond - Oakland USD Hoover Elementary School

Document Date: March 23, 2023 Number of Pages: Two(02)

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

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Western Surety Company

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



Signer Is Representing: _____

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Hoover Elementary School Exterior Painting

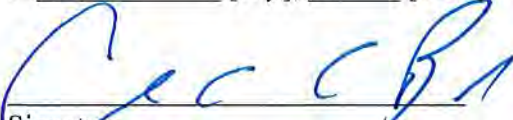
The undersigned declares:

I am the President of George E Masker 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 3th, 2023 at Oakland [city], Ca [state].


Signature

Alan Bjerke
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

NON-COLLUSION
DOCUMENT 00 40 03

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

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Hoover Elementary School Exterior Painting

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 3th 2023, at Oakland [city],
CA [state].

Date: 4.3.23


Signature
Print Name: Alan Bjerke
Print Title: President

OAKLAND UNIFIED SCHOOL DISTRICT
HOOVER ELEMENTARY SCHOOL
EXTERIOR PAINTING
PROJECT NO. 70026C

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	George E Masker Inc	Bid Opening Date	4.3.2023
Project Name	Hoover Elementary School	Time:	2pm
Project Number	70026B	Project Manager:	Matt Johnson
Proposed Total Contract Amount	\$178,000	Architect:	N/A

BASE BID AMOUNT

Proposed Total SLBE Amount (%) %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td>George E Masker Inc</td> <td>City of Oakland</td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>7699 Edgewater Drive</td> <td>4704</td> </tr> </table>	Company Name	Certifying Agency	George E Masker Inc	City of Oakland	Address, City/State	Certification No. (if available)	7699 Edgewater Drive	4704	178,000	178,000		
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George E Masker Inc	City of Oakland											
Address, City/State	Certification No. (if available)											
7699 Edgewater Drive	4704											
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Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
TOTAL PARTICIPATION	\$178,000	100 %	0 %	0 %								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

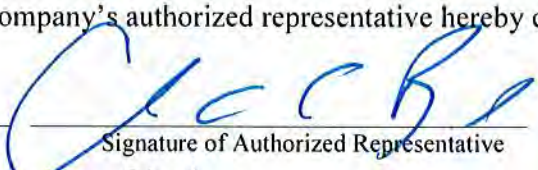
SCHEDULE Z
DOCUMENT 00 52 00

**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.			
George E Masker Inc			
Company Name		Signature of Authorized Representative	
7699 Edgewater Drive		Alan Bjerke	
Address		Type or Print Name	
510	568.1206	4.3.23	Alan Bjerke
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: **Hoover Elementary School Exterior Painting**

Check option that applies:

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

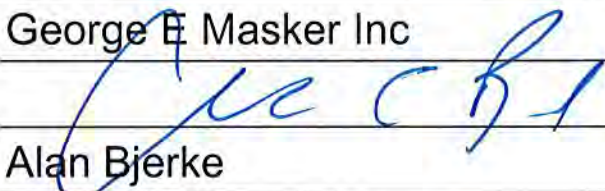
I certify that Javier Ayala (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work 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: 4.3.2023

Proper Name of Bidder: George E Masker Inc

Signature: 

Print Name: Alan Bjerke

Title: President

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2023

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

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

PRODUCER Risk Concepts Ins Brokers Acrisure of California, LLC 363 Civic Drive #100 Pleasant Hill CA 94523	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 925-933-9200 FAX (A/C, No): 925-350-6856 E-MAIL ADDRESS: Certificates@rcibrokers.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED George E. Masker Inc. 7699 Edgewater Drive Oakland CA 94621	INSURER A: Navigators Specially Insurance Co	NAIC # 36056
	INSURER B: State Compensation Ins. Fund	NAIC # 35076
	INSURER C: Homeland Insurance Co of New York	NAIC # 34452
	INSURER D: Hanover Ins. Co	NAIC # 22292
	INSURER E: Wesco Insurance Co	NAIC # 25011
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1543876664 **REVISION NUMBER:** MASTER-XBoxes


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 ITR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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	SF22CGL201928IC	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI&PD Deductible \$ 10,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		WPP193463601	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		SF22EXC791050IC	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	9243117-23	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Leased/Rented Equipment Environmental Liability		RHFD706555 793-00-40-36-0003	10/1/2022 12/1/2021	10/1/2023 12/1/2023	Limit/Deductible \$250,000/\$1,000 \$2,000,000/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
-Excess Liability extends over the General Liability, Commercial Auto, and Employer Liability policy forms and is subject to policy terms, conditions, and exclusions
GEM #:34158; OAK #:70026C
Job: Hoover Elementary School, Exterior Painting, 890 Brockhurst Street, Oakland, CA 94608.
Additional Insured(s) are included subject to coverage afforded by applicable endorsements and policy terms/conditions to which they apply. : Oakland Unified School District and Project Manager. #2

CERTIFICATE HOLDER

CANCELLATION

34158 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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ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

HOME OFFICE
SAN FRANCISCO

9243117-23

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

RENEWAL

EFFECTIVE January 1, 2023 AT 12:01 AM.
AND EXPIRING January 1, 2024 AT 12:01 AM

Greater Bay Area
1321906

GEORGE E MASKER INC

7699 EDGEWATER DR
OAKLAND, CA 94621

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: December 29, 2022

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Hoover Elementary School Exterior Painting Project	Site	988
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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	George E. Masker, Inc.	Agency's Contact	Alan A. Bjerke
OUSD Vendor ID #	001819	Title	Owner
Street Address	7699 Edgewater Drive	City	Oakland
Telephone	510-568-1206	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	70026C	Policy Expires	
		Worked as an OUSD employee?	<input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5/25/23	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6/24/23
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$178,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
3213/0000	Fund 01 ESSER III	010-3213-0-0000-8110-5671-988-9130-0069-9999-99999	5671	178,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax
				510-535-7082
1.	Director, Buildings and Grounds	Signature	Date Approved	
			5/9/23	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	
		Lozano Smith, approved as to form (limited)	5/3/23	
3.	Executive Director, Facilities Planning and Management	Signature	Date Approved	
			5/5/23	
4.	Chief Financial Officer	Signature	Date Approved	
			5/5/2023	
5.	President, Board of Education	Signature	Date Approved	