



# Council Business Meeting

January 16, 2024

<b>Agenda Item</b>	Contract for 2024 Briscoe School Roof Replacement	
<b>From</b>	Jason Strait PE Scott Fleury PE	Project Manager Public Works Director
<b>Contact</b>	<a href="mailto:jason.strait@ashland.or.us">jason.strait@ashland.or.us</a> <a href="mailto:Scott.fleury@ashland.or.us">Scott.fleury@ashland.or.us</a>	
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

## **SUMMARY**

Before the Council is a request to approve a public improvement contract with Hoag Roofing to replace the roof on the Briscoe School (project #2019-27). The current roof at Briscoe School is in poor condition with multiple leaks and temporary roofing installed over a significant portion of the roof. On December 14th, 2023, at 2:00 p.m. bids were submitted for the Briscoe School Roof Replacement. Bids were received from five contractors with Hoag Roofing providing the low bid at \$535,769 (\$560,089 including optional work). If the contract is approved staff will work with the contractor and the Oregon Childhood Development Coalition (OCDC) to develop a schedule to perform onsite activities during the summer of 2024.

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals, Visions and Values:

- Economic Development.... attracting new business and supporting those already here
- Community affordability, including in available housing and childcare
- Quality infrastructure and facilities through timely maintenance and community investment

Essential Services

- Infrastructure

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs.
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

## **PREVIOUS COUNCIL ACTION**

The City was previously awarded \$1.3 million in grant funding by the State in House Bill 5203. The Council approved a supplemental budget on September 6, 2022 recognizing the grant revenue and associated expense. ([Staff Report](#))

## **BACKGROUND AND ADDITIONAL INFORMATION**

The Briscoe School Roof Replacement project was first bid out in January of 2020 with multiple bids received. The City subsequently decided to cancel the solicitation due to fiscal concerns in February of 2020. In 2022 a General Fund Grant for \$1,300,000 was received by the City of Ashland from the State of Oregon for the purposes of Briscoe School Rehabilitation. An Invitation to Bid (ITB) was last issued in May of





# Council Business Meeting

2023 to install a new roof in the summer of 2023. Unfortunately, the low bidder from that ITB was over-committed for summer work and unable to formally contract and complete the work during the summer construction window, which would have minimally disrupted the Oregon Childhood Development Coalition operations. As a result, with the roof continuing to leak badly, an intermediate procurement bid cycle was held to quickly install a temporary roofing system. This interim repair was completed in October of 2023. The roof replacement project was then rebid in November with bids opened on December 14<sup>th</sup>, 2023.

Notice was given in the Daily Journal of Commerce and placed on the City's website. In addition, project plans and specifications were posted on OregonBuys, the States procurement network. Bids were received on December 14, 2023, with five contractors responding. Four of the five bids were deemed responsive and contained the required bonds, documentation, and acknowledgements. Bidding information is shown on the attached bid summary form. It should be noted that by issuing the new ITB far in advance of the installation window a more competitive set of bids was obtained with a net reduction in expected costs between the low bidders from the two bid cycles of over \$50,000.

## **Project Description:**

Remove existing roof and flashing down to wood decking material. A significant portion of the existing roofing material contains asbestos as identified in asbestos surveys. Such areas will be removed by a licensed asbestos abatement contractor and the material handled and disposed of according to appropriate rules and regulations.

Following existing roof removal the wood decking and parapet structure under the roof will be inspected and any areas damaged by water ingress replaced. A new PVC membrane roof will then be installed over new insulation and coverboard.

Optional work is to replace rather than re-install the existing parapet flashing. This option will be implemented or not depending on the physical condition of the existing flashing after removal.

## **FISCAL IMPACTS**

The Briscoe School Roof Replacement is funded by a grant from the state of Oregon. The grant amount was \$1,300,000. The remainder of the funds will be utilized to remove and replace existing asbestos containing floor material and to perform an engineering study of the existing HVAC systems with subsequent recommendations for improvement.

## **DISCUSSION QUESTIONS**

Does the Council have any questions about the Briscoe Roof Replacement Project?

## **SUGGESTED NEXT STEPS**

Next steps include issuing notice to proceed after award of contract and begin coordinating the schedule of work activities with Hoag Roofing. Work will also be coordinated with the OCDC who currently occupy the Briscoe School.

Staff will also coordinate with the City's Communication Officer about posting appropriate information on the City's website.



# Council Business Meeting

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- I move to award a public improvement contract to Hoag Roofing for Project No. 2019-27, Briscoe School Roof Replacement, in the amount of \$560,089.
- I move to request Public Works perform a new solicitation for the Briscoe School Roof Replacement project.
- I move to deny the contract with Hoag Roofing for the Briscoe School Roof Replacement.

## **REFERENCES & ATTACHMENTS**

Attachment #1: Briscoe School Roof Replacement Project Bid Summary

Attachment #2: Hoag Roofing Bid Form

# CITY OF ASHLAND - ENGINEERING DIVISION

## SUMMARY OF PROPOSALS

Project: Briscoe School Roof Replacement

Project No.: 2019-27

Date of Bid Opening: December 14, 2023 at 2:00 PM

Corrected Engineer's Estimate: Not Available

No of Addenda: 1

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Name of Bidder &amp; Address</b>	Tru-North Construction 1130 N Coast Hwy Newport OR 97365	Competitive Commercial Roofing PO Box 495 Hood River OR 97031	Hoag Roofing 842 Enterprise Drive Central Point OR 97502	Northwest Quality Roofing 61171 Hitching Post Ln Bend OR 97702	Jam Roofing 920 Chevy Way Medford OR 97504
<b>Sum of Bid</b>	\$650,340	\$564,235	\$535,769	\$678,000	NA
<b>Add Alternate</b>	\$45,600	\$27,360	\$24,320	\$27,740	NA
<b>(Grand Total)</b>	(\$695,940)	(\$591,595)	(\$560,089)	(\$705,740)	(\$900,000)
<b>Name of Bonding Co.</b>	Old Republic Surety	Ohio Casualty Insurance Co	Suretec Insurance Co	Cincinnati Insurance Co	Check
<b>Amount of Bid Bond.</b>	10%	10%	10%	10%	10%
<b>Nos. of Addenda Acknowledged</b> (should be 1)	1	1	1	1	No
<b>Completed &amp; Signed Bid Form</b> (including subcontract disclosure)	Yes	Yes	Yes	Yes	Yes
<b>Responsive Bid?</b>	Yes	Yes	Yes	Yes	No



**BID AND BID SCHEDULE**

**NAME OF BIDDER** Hoag Roofing

**CONTACT** Kevin Jackson

**ADDRESS** 842 Enterprise Drive

**CITY** Central Point **STATE** OR **ZIP** 97502

**TELEPHONE NO.** 541-779-7743

**FAX NO.** 541-779-3022

**EMAIL ADDRESS** kevin@hoagroofing.com

To the Honorable Mayor and City Council  
City Hall  
City of Ashland  
20 East Main Street  
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the Briscoe School Roof Replacement Project No 2019-27 (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications or any supplemental documents. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site (including without limitation utility interference) or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. The undersigned has notified the City of any conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.
4. A voluntary pre-bid meeting will be held. The meeting will take place at 10:00 am on November 28, 2023 at Location. All statements made by the Contracting Agency's representatives shall be non-binding upon the Contracting Agency unless confirmed by written addendum.
5. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: Demonstrated previous experience with a similar scope of work.
6. No additional pre-qualification is required. Please see requirements contained within paragraph 5 above.
7. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.
8. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to the attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.
9. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.
10. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:
  - Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
  - Certificates of Insurance for Liability and property damage coverage;
  - Certificates of Coverage for Workman Compensation and unemployment insurance;
  - All other bonds, permits, licenses, information, etc. as required in the contract documents.
11. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities

incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

12. The undersigned submits the unit prices as those at which s/he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
13. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".
14. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."
15. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100
16. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.
17. If the proposed bid price will exceed \$50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: [https://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].
18. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
19. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of **\$53,576.90**, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date

of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

20. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
21. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
22. The undersigned agrees that the time of completion shall be defined in the special provisions, and further, the undersigned agrees to initiate and complete this Project by the date stated below.
  - The work shall commence in a timely fashion to meet project completion dates once the Notice to Proceed is issued.
  - The work shall be completed in all respects by September 13<sup>th</sup> 2024.
  - The undersigned agrees that the "Time of Completion" shall be as defined in the special provisions and that the bidder will complete the work by the date stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in the Special Provisions, for each day the project remains incomplete.
23. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.
24. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.
25. The undersigned is aware that no person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.
26. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
  - The Bidder is   X   or is not            a Resident Bidder as defined in ORS 279A.120.



27. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
28. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.
29. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]
30. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.
31. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.
32. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.
33. The undersigned, by the act of submitting a bid, affirms that the undersigned has investigated and is satisfied as to the site subsurface condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.
34. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. Addenda will be posted to the OregonBuys website for download. The bidder must check the OregonBuys website frequently until closing.

The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

ADDENDUM NUMBER 1 THROUGH 2 HAVE BEEN REVIEWED

35. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid per OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form (Exhibit K).
36. Bidder understands that the price provided by Bidder shall be based on the presumption that Contractor will provide material as described in the Special Provisions. Assumptions regarding the possibility of post-bid approvals of "or-equal" substitutions are made at Bidders sole risk.
37. Instructions for First-Tier Subcontractors Disclosure.  
Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of

the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, bidder must disclose the following information about that subcontract within two working hours of bid closing:

- The subcontractor's name and address;
- The subcontractor's Construction Contractor Board registration number, if one is required, and;
- The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

**THE CITY WILL REJECT A BID IF THE BIDDER FAILS TO SUBMIT A PROPERLY COMPLETED DISCLOSURE FORM WITHIN TWO HOURS OF BID CLOSING.**

**THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.**

**The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.**

**38. Bidder Information and Signature**

Hoag Roofing  
Firm Name of Bidder



Signature of Bidder

David W. Cook  
Printed Name of Bidder

President  
Official Title

Oregon  
State of Incorporation

172649  
CCB Number

Dated this 14th day of December 2023.

Name of Bidder Hoag Roofing

Address 842 Enterprise Drive, Central Point, OR 97502

Telephone No. 541-779-7743

**BID SCHEDULE**

No.	Description	Bid Unit	Qty	Unit Price	Line Total \$
1	Remove existing roof system(s) and appurtenances (by a licensed asbestos abatement contractor for asbestos containing material)	Lump Sum (LS)	1	\$120,850.00	\$120,850.00
2	Inspect wood decking and remove and replace as needed	Sq Ft	2000	\$6.00	\$12,000.00
3	Inspect wood frame supporting decking and remove and replace as needed	Linear Feet (LF)	100	\$21.00	\$2,100.00
4	Inspect and repair structure underneath parapet flashing	LF	100	\$21.00	\$2,100.00
5	Provide and install new PVC roof membrane system and appurtenances, and extend gym downspout 30 feet	LS	1	\$395,519.00	\$395,519.00
6	Replace damaged parapet cap flashing	LF	100	\$32.00	\$3,200.00
<b>Bid Total:</b>					<b>\$535,769.00</b> ✓

**Alternate Bid**

Alternate bid amounts, whether a positive or negative number, shall be the difference between what is specified in the Base Bid and the requested Alternate Bid

No.	Description	Bid Unit	Qty	Unit Price	Line Total \$
1.	Replace all parapet cap flashing	760	LF	32	\$24,320.00

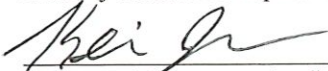
**GRAND BID TOTAL (Base + Alternate)**

**\$560,089.00**

Kevin Jackson Five Hundred Fifty One Thousand Six Hundred Forty Nine Dollars and 00/100

*Name of Authorized Representative*

*Total Written in Dollars*



December 14, 2023

*Authorized Representative Signature*

*Date*

**EXHIBIT D: BONDS (BID, PERFORMANCE, PAYMENT)**

**Bid Bond**

We, David W. Cook, Inc. dba Hoag Roofing, a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "PRINCIPAL," and,

We, SureTec Insurance Company, a corporation or partnership duly organized under the laws of the State of Texas, and authorized to transact business in the State of Oregon, as "SURETY,"

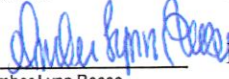
hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (OBLIGEE) the sum of (\$ 10% of Bid Amount) Ten Percent (10%) of Bid Amount Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the Briscoe School Roof Replacement Project, 2019-27, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

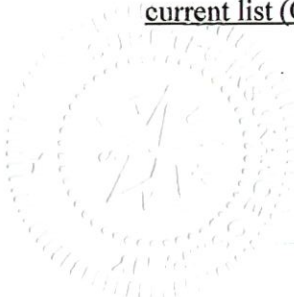
IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 14th day of December, 2023.

<u>SureTec Insurance Company</u>	<u>David W. Cook, Inc. dba Hoag Roofing</u>
<u>Surety</u>	<u>Principal</u>
<small>1111 Main Street #640, Vancouver, TX 98660</small>	
_____	_____
Address	Address

By:  By: \_\_\_\_\_  
Amber Lynn Reese, Attorney-In-Fact

Attorney -in-Fact  
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

**IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.**



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Aliceon A. Keltner, Annelies M. Richie, Carley Espiritu, Christopher Kinyon, Jamie L. Marques, Amber Lynn Reese, Holli Albers, Tamara A. Ringeisen, Katharine J. Snider, Cynthia L. Jay, Amelia G. Burrill, Justin Dean Price, Julie R. Truitt, Alyssa J. Lopez, Lindsey Elaine Jorgensen, Lois F. Weathers, Sarah Whitaker

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

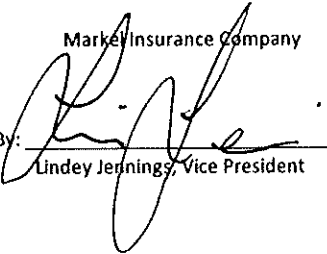
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of September, 2023.

SureTec Insurance Company

By:   
Michael C. Keimig, President



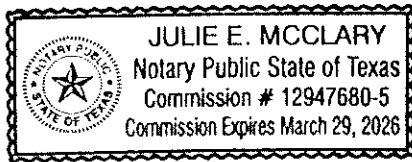
Markel Insurance Company

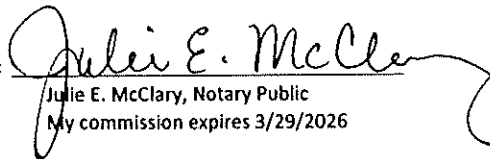
By:   
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 6th day of September, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

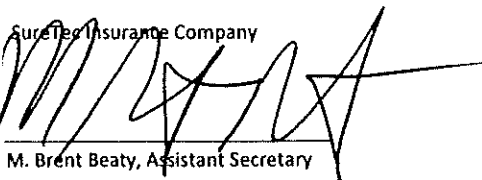


By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

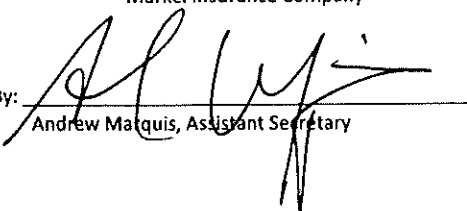
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 14th day of December, 2023.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Matquis, Assistant Secretary



# HOAG ROOFING

842 Enterprise Dr - Central Point, OR 97502  
(541) 779-7743

842 Enterprise Dr  
Central Point, OR 97502  
Ph: 541-779-7743  
Fax: 541-779-3022  
Oregon CCB #172649  
office@hoagroofing.com

## PROPOSAL

Estimate # : 208496

Rep : KJ

Date 12/11/2023

### Billing Address

Jason Strait  
City of Ashland

### Job Address

Briscoe School  
265 N. Main Street  
Ashland, OR 97520

### Description

As per Asbestos Abatement, 16,000 square feet of roof and mastic patches to be removed by Belfore, a licensed asbestos abatement company.

Hoag Roofing to tear of all roof not containing abatement levels, 17,000 square feet.

Any wood replacement will be done at prices supplied in bid documents.

Hoag Roofing to install 1 layer of 2" ISO, R-value 11.4.

Hoag Roofing to install 1 layer of 1/4" DensDeck over ISO, mechanically fastened all together.

Hoag Roofing to install 80 mil IB PVC membrane per manufacturer's specifications to achieve warranty.

Hoag Roofing to flash all walls, pipes and curbs per manufacturer's specifications.

Hoag Roofing to supply and install breather vents at locations already in place.

Hoag Roofing has given a price for cap metal in bid documents.

Hoag Roofing to clean up and haul away debris created by roofing work.

NDL 20 Year Warranty

Price: \$535,739.00

Alternate Bid Amount: Replacement of 760' of cap metal is \$24,320.00

*Payment due upon completion of job.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please sign, date, and return to Hoag Roofing**

By signing and dating this estimate, you acknowledge having read and accepted its terms and conditions including the following: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from and/or addition to the specifications indicated within this estimate including, but not limited to, any sheathing to be replaced and/or carpentry work required, this may result in an extra charge over and above the estimate. Hoag Roofing cannot be responsible for dirt infiltration through roof or ceiling. We cannot be responsible for asbestos handling and/or removal necessitated by damage occurring during the performance of the herein described work (including but limited to the repair of asbestos "popcorn" ceilings). All agreements are contingent upon accidents or delays beyond Hoag Roofing's control. Not responsible for re-installation of satellite dish. Owner is to carry fire and other necessary insurance. All Hoag Roofing employees are covered by Workers Compensation Insurance. All late payments are subject to 24%APR (2% per month from date of invoice). Any warranty given will not be activated until invoice paid in full. You may cancel this transaction within 3 business days from date of signature without penalty. Penalty may occur after 3 business days due to material securement. This Proposal is valid for 30 days to accept with a signature, after which prices are subject to change. All proposals paid with a credit or debit card are subject to a 3% processing fee.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name** Briscoe School Roof Replacement

**Project Number** Project No. 2019-27

**Bid Opening Date** December 14, 2023

**Name of Bidding Contractor** Hoag Roofing

*CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name <b>Belfore Environmental</b>	Dollar Amount
Category of Work <b>Asbestos abatement</b>	<b>\$71,290.00</b>

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)