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Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	
Enactment Date	

Memo

To Board of Education 

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date June 12, 2013

Subject Award of Bid - E. Rozakis Restoration - Maxwell Park Exterior Painting Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0171 Award of Bid and Construction Contract on behalf of the District for the Maxwell Park Exterior Painting Project to E. Rozakis Restoration, 1213 Newark Way, Folsom Way, Folsom, CA 95630 in the amount of \$42,600.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Twenty-six (26) days Calendar Days, commencing July 22, 2013, and ending on August 16, 2013.

Background The Maxwell Park Elementary school is undergoing major renovation.

Local Business Participation Percentage 20.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,



reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0171 Award of Bid and Construction Contract on behalf of the District for the Maxwell Park Exterior Painting Project to E. Rozakis Restoration, 1213 Newark Way, Folsom Way, Folsom, CA 95630 in the amount of \$42,600.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Twenty-six (26) days Calendar Days, commencing July 22, 2013, and ending on August 16, 2013.

Fiscal Impact

Deferred Maintenance

Attachments

- Award of Bid and Construction Contract including scope of work

**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1213-0171

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MAXWELL PARK EXTERIOR PAINTING PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids includes the request for the painting of the buildings at the Maxwell Park Elementary School for the Oakland Unified School District of Alameda County, California; and;

WHEREAS three (3) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
E. Rozakis Restoration	Folsom, CA	\$42,600.00
George Masker	Oakland, CA	\$52,000.00
Pacific Contractors Group, Inc.	Northridge, CA	\$78,000.00

and,

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;

**RESOLUTION OF THE
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**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MAXWELL PARK EXTERIOR PAINTING PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **E. ROZAKIS RESTORATION** , for the performance of the bid work, in the amount of **FORTY-TWO THOUSAND, SIX HUNDRED DOLLARS AND NO CENTS (\$42,600.00)** be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **E. ROZAKIS RESTORATION** for the performance of bid work.

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 12, 2013.

Edgar Rakestraw, Jr.
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 15th day of May, 2013, by and between the Oakland Unified School District ("District" or "Owner") and E. Rozakis Restoration ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Maxwell Park – Exterior Painting Contract

PROJECT NO.: 13110

RESOLUTION NUMBER: 1213-0171

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
 - (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Twenty-six (26) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule

showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by August 16, 2013.**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class C33- Painting and Decorating Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Forty-two thousand, six hundred dollars and no cents (\$42,600.00)

(\$42,600.00), (Base Contract Amount)

= Forty-two thousand, six hundred dollars and no cents (\$42,600.00)

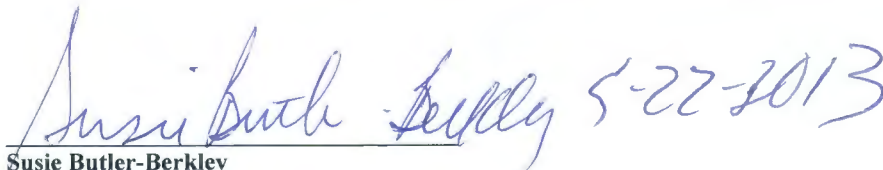
(\$42,600.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District 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>



Susie Butler-Berkley 5-22-2013

Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20__

Dated: 20-5, 2013

OAKLAND UNIFIED SCHOOL DISTRICT

E-ROZAKIS RESTORATION CONTRACTOR

By: _____

By: Emm Rozakis

Print Name: **David Kakashiba**

Print Name: EMMANOUEL ROZAKIS

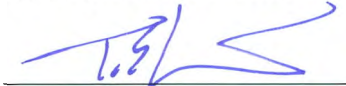
Print Title: **President, Board of Education**

Print Title: OWNER

By: _____

Print Name: **Edgar Rakestraw, Jr.**

Print Title: **Secretary, Board of Education**

By: 

Print Name: **Timothy E. White**

Print Title: **Associate Superintendent
Facilities, Planning and Management**

Approved as to Form:

By: 

Print Name:

Print Title: **Special Facilities Counsel**

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and E. Rozakis Restoration, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Maxwell Park Elementary School Exterior Painting Proj. #13110 (Project Name)
(“Project” or “Contract”)

which Contract dated May 15, 2013, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.
American Contractors

NOW, THEREFORE, the Principal and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Forty-Two Thousand, Six Hundred & no/100 Dollars (\$42,600.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to 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 Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, 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 affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 16th day of May, 20 13.

E. Rozakis Restoration
Principal

By E. M. Rozakis

American Contractors Indemnity Company
Surety

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding
Name of California Agent of Surety

5-Third St. #825, San Francisco, CA 94103
Address of California Agent of Surety

415-543-0111
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013**

**PAYMENT BOND
DOCUMENT 00 61 15 -2**

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

American Contractors Indemnity Company

of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of May, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 24th day of May, 19 94.



By

John G. Camandi
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

POWER OF ATTORNEY

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

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

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Four Million***** Dollars (\$**4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

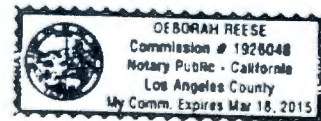
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(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 *Deborah Reese* (Seal)



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

In Witness Whereof, I have herunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of May, 2013

Corporate Seals

Bond No. 1000991989
Agency No. 2009



[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

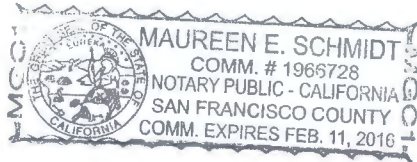
State of California

County of San Francisco

On May 16, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and E. Rozakis Restoration ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Maxwell Park Elementary School Exterior Painting Proj.#13110 (Project Name)
(“Project” or “Contract”)

which Contract dated May 15, 2013, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

American Contractors

NOW, THEREFORE, the Principal and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Forty-Two Thousand, Six Hundred and no/100-- DOLLARS (\$42,600.), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

American Contractors

Indemnity Company

Attention: Jennifer Dodge

Telephone No.: (310) 242 - 2989

Fax No.: (310) 242 - 2989

E-mail Address: JDodge@hccsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 13th day of May, 2013.

E. Rozakis Restoration

Principal

E. Rozakis

By

American Contractors Indemnity Company

Surety

[Signature]

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Francisco, CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-2

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-3

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

American Contractors Indemnity Company

of Los Angeles, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of May, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 24th day of May, 19 94.



By

Victoria S. Sidbury
John Garamendi
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

POWER OF ATTORNEY

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

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

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Four Million***** Dollars (\$**4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(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 *Deborah Reese* (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of May, 2013

Corporate Seals

Bond No. 1000991989
Agency No. 2009



[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

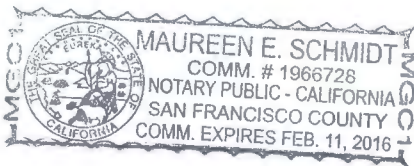
State of California

County of San Francisco

On May 16, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Maxwell Park Elementary #139
Project: Exterior
Project #: 13110
Estimate: \$175,000

Date: Tuesday, April 30, 2013
Time: 2:00 PM
Project Mgr: Marcus Board

Signature of Witness to Bid

Signature of Bid Opener

Company: E. Rozakis Restoration		Base Bid: \$42,600.00	Required Day of Bid:	
Address: 1213 Newmark Way		TOTAL: \$42,600.00	Signed Bid Form	X
City/State: Folsom, CA			Addendum Acknow.	
Phone: 916 995-2038			Bid Bond	X
Fax: 916-983-4762			Non-Collusion	X
			Long Form Pre-Q	
		<u>Time Submitted</u>	Site Visit Certification	X
		<u>Date Submitted</u>	Contractor's Sub List	X
		<u>Time Opened</u>	Required Doc's within 24 hrs	
		<u>Date Opened</u>	Debarment Suspension & Schd Z	
		2:15 PM	Local Business Participation Form	X
			DVBE Forms	
Company: George Masker		Base Bid: \$52,000.00	Required Day of Bid:	
Address: 887 71st Ave		TOTAL: \$52,000.00	Signed Bid Form	X
City/State: Oakland, Ca			Addendum Acknow.	
Phone: 510-568-1206			Bid Bond	
Fax: 510-638-2530			Non-Collusion	X
			Long Form Pre-Q	
		<u>Time Submitted</u>	Site Visit Certification	X
		1:24 PM	Contractor's Sub List	X
		<u>Date Submitted</u>		
		4/30/2013		
		<u>Time Opened</u>	Required Doc's within 24 hrs	
		2:00 PM	Debarment Suspension & Schd Z	
			Local Business Participation Form	X
			DVBE Forms	
Company: Pacific Contractors Group, Inc		Base Bid: \$78,000.00	Required Day of Bid:	
Address: 19025 Parthenia St #122		TOTAL: \$78,000.00	Signed Bid Form	X
City/State: Northridge, CA			Addendum Acknow.	
Phone: 818-993-5899			Bid Bond	X
Fax: 818-993-5895			Non-Collusion	X
			Long Form Pre-Q	
		<u>Time Submitted</u>	Site Visit Certification	
		9:12 AM	Contractor's Sub List	X
		<u>Date Submitted</u>		
		4/29/2013		
		<u>Time Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	Debarment Suspension & Schd Z	
			Local Business Participation Form	
			DVBE Forms	
Company: Blue Skies		Base Bid: \$78,900.00	Required Day of Bid:	
Address: 1413 38th Ave		TOTAL: \$78,900.00	Signed Bid Form	X
City/State: San Francisco, CA			Addendum Acknow.	
Phone: 415-665-2708			Bid Bond	X
Fax: 415-665-2708			Non-Collusion	
			Long Form Pre-Q	
		<u>Time Submitted</u>	Site Visit Certification	X
		1:30 PM	Contractor's Sub List	X
		<u>Date Submitted</u>		
		4/30/2013		
		<u>Time Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	Debarment Suspension & Schd Z	
			Local Business Participation Form	X
			DVBE Forms	

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Fix Painting	Base Bid:	\$106,900.00	Required Day of Bid:	
Address:	23003 Ventura Blvd	TOTAL:	\$106,900.00	Signed Bid Form	X
City/State:	Woodland Hills, CA			Addendum Acknow.	
Phone:	818-225-0633			Bid Bond	X
Fax:	818-225-0284			Non-Collusion	X
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		9:24AM	4/30/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
		2:15 PM	4/30/2013	Local Business Participation Form	X
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

Written By:

Read By:

Juanita White

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **E. Rozakis Restoration**

Project: Maxwell Park ES Exterior

Project #:13110

Estimate: \$175,000

Date: Tuesday, April 30, 2013

Time: 2:00 pm

Project Mgr: Marcus Board

Architect: N/A

Based Bid \$ **42,600.00**

Verified Local Business Participation 2.0% \$ **852.00**

Based Bid W/ LBP Discount \$ **41,748.00**

	LBE	SLB	SLBR	COMMENTS:
Company: E. Rozakis Restoration Address: 1213 Newmark Way City/State: Folsom, CA Phone:(916) 995-2038				1 2 3 4
Company: Citywide Painting Address: 7908 Capwell Drive City/State: Oakland, CA Phone: (510) 444-0645		20.00%		1 2 3 4
Company: Address: City/State: Phone:				1 2 3 4

TOTAL PARTICIPATION	0.0%	20.00%	0.00%	20.00%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **George E Masker, Inc.**
 Project: Maxwell Park ES Exterior
 Project #:13110
 Estimate: \$175,000

Date: Tuesday, April 30, 2013
 Time: 2:00 pm
 Project Mgr: Marcus Board
 Architect: N/A

Based Bid \$ **52,000.00**
Verified Local Business Participation 2.0% \$ **1,040.00**
Based Bid W/ LBP Discount \$ **50,960.00**

	LBE	SLB	SLBR	COMMENTS:
Company: George Masker	90.0%			1
Address: 887 71st Avenue				2
City/State: Oakland, CA				3
Phone:(510) 568-1206				4
Company: Allied Painters		10.00%		1
Address: 3425 Ettie St.				2
City/State: Oakland, CA				3
Phone: (510) 658-4315				4
Company:				1
Address:				2
City/State:				3
Phone:				4

TOTAL PARTICIPATION	90.0%	10.00%	0.00%
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100.0%

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Pacific Contractors Group, Inc.**

Project: Maxwell Park ES Exterior

Project #:13110

Estimate: \$175,000

Date: Tuesday, April 30, 2013

Time: 2:00 pm

Project Mgr: Marcus Board

Architect: N/A

Based Bid \$ 78,000.00

Verified Local Business Participation 0.0% \$ -

Based Bid W/ LBP Discount \$ 78,000.00 NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
Company: Pacific Contractors Group, Inc.				1
Address: 19025 Parthenia St. #122				2
City/State: Northridge, CA				3
Phone:(818) 993-5899				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
Company:				1
Address:				2
City/State:				3
Phone:				4

TOTAL PARTICIPATION	0.0%	0.00%	0.00%
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0.00%

0.0%

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Blue Skies**
 Project: Maxwell Park ES Exterior
 Project #:13110
 Estimate: \$175,000

Date: Tuesday, April 30, 2013
 Time: 2:00 pm
 Project Mgr: Marcus Board
 Architect: N/A

Based Bid \$ **78,990.00**

Verified Local Business Participation 2.0% \$ **1,579.80**

Based Bid W/ LBP Discount \$ **77,410.20**

	LBE	SLB	SLBR	COMMENTS:
Company: Blue Skies				1
Address: 1413 38th Avenue				2
City/State: San Francisco, CA				3
Phone:(415) 665-2708				4
Company: Economy Lumber Piedmont				1
Address: 351 49th St.				2
City/State: Oakland, CA		10.13%		3
Phone: (510) 658-1826				4
Company: Economy Lumber Company of Oakland				1
Address: 750 High St.				2
City/State: Oakland, CA	10.00%			3
Phone: (510) 261-6100				4

TOTAL PARTICIPATION	10.00%	10.13%	0.00%	20.13%
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APPROVAL- LBU Compliance Officer _____

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

CUPCAA BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: E. ROZAKIS RESTORATION
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Maxwell Park ES Exterior Painting Project
PROJECT NO.: 13110

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p><i>Forty Two Thousand</i> <i>Six Hundred</i></p> <p>Total Bid Amount:</p>	<p>Dollars \$ <u>42,600.⁰⁰</u></p>
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Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Park Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

BID FORM
DOCUMENT 00 41 13-1

6. The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Site-Visit Certification, if a site visit was required.
- The Noncollusion Affidavit

7. Bidder acknowledges that the license required for performance of the Work is a C33 license.

8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.

~~10. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~

11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

12. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 26th day of April 20 13

Name of Bidder E. ROZAKIS RESTORATION

Type of Organization Sole Proprietorship

Signed by Emon. Rozakis

Title of Signer OWNER

Address of Bidder 1213 Newmark Way, Folsom, CA 95630

Taxpayer's Identification No. of Bidder 94-3165753

Telephone Number (916) 995-2038

Fax Number (916) 983-4762

E-mail mpmanolis@aol.com Web page _____

Contractor's License No(s): No.: 734731 Class: C33 Expiration Date: 4-30-15

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: N/A

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 11 16
(FORMERLY DOCUMENT 00100)

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA) INFORMAL INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the Oakland Unified School District ("District" or "Owner") will receive sealed bids for the following project:

Maxwell Elementary School
Exterior Painting
Project No. 13110
4730 Fleming Avenue
Oakland, CA 94619

#139

139-9092-8-03-6200

2. Sealed Bids will be received until **2:00 PM on Tuesday, April 30, 2013, at the District Office, located at 955 High Street, Oakland, CA 94601 @ the Receptionist's desk**, at or after which time the bids will be opened and reviewed. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
3. The Project consists of:
Recommend power wash throughout campus; recommend replacing all damaged and dry rot wood adjacent to playground; recommend caulking, patching, filling cracks/holes and sanding all surfaces; recommend Kelly-Moore #1245 low sheen finish on walls through campus; recommend Kelly-Moore #1245 low sheen finish on walls through campus; recommend Kelly-Moore Exterior Masonry Primer - #247 Acry-Shield 100% Acrylic (for stucco) and Kelly-Moore Exterior Wood Primer - #255 Acry-Shield; recommend all doors, windows, screens printed the same color with Kelly-Moore #1685 Dura Epoxy Semi Gloss.
4. **Engineer's Estimate: \$175,000.00**
5. **The contact person for this project is David Wright, he can be reached at (510) 434-2223.**
6. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
7. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:
Class C33--Painting and decorating Contractor
- The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.
8. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of **the Oakland Unified School District**, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
9. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
10. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
11. A **Mandatory** Pre-Bid conference and site visit will be conducted at **8:30 AM on Tuesday, April 23, 2013 at the Front Entrance of Skyline High School, 12250 Skyline Blvd, Oakland, CA 94619**

OAKLAND UNIFIED SCHOOL DISTRICT
Maxwell Elementary School
Exterior Painting
Project No. 13110
April 9, 2013

INVITATION TO BID
DOCUMENT 00 11 16 -1

12. The District's designee and/or the California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.
12. The Oakland Unified School District ("District") has adopted a Contractor Pre-Qualification Program pursuant to California Public Contract Code 20111.5 for all Public Works contracts with a value estimated at \$15,000 or more.

Pre-Qualification Process:

- Submit a complete and signed Contractor Qualification Questionnaire for all projects.
- Bidders must be pre-qualified at least five business days prior to the bid opening date.

Pre-Qualification packages are available at the Buildings and Grounds offices located at 955 High Street, Oakland, CA 94601. You can also obtain a Pre-Qualification package from the Districts Website at: www.ousdk12.ca.us. Go to: Departments/Facilities Planning & Management/Bids & Request for Proposals/Bidding Information / Pre Qualification Short Form. Please contact Juanita White at (510) 535-7044 with any questions regarding the Contractors Pre-Qualification Program.

**PLEASE NOTE THAT BIDS WILL ONLY BE ACCEPTED FROM PRE-QUALIFIED BIDDERS
BIDS SUBMITTED BY NON PRE-QUALIFIED FIRMS WILL BE REJECTED AS INVALID.**

- 13 .The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(c)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):

Section 8700 inclusive Door Hardware, Section 9860 Carpeting, Section 10800 Toilet Accessories, Section 15400 inclusive Plumbing Systems, Section 16700 inclusive Intercom/Paging/Clock/Signal Control, Fire Alarm Systems, Intrusion Alarm Systems, Telephone Systems, and Data Communications Systems.

END OF DOCUMENT

POLICYHOLDER COPY

NF



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-16-2013

GROUP:
POLICY NUMBER: 1558240-2013
CERTIFICATE ID: 116
CERTIFICATE EXPIRES: 05-01-2014
05-01-2013/05-01-2014

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND CA 94601-4404

NF

JOB:MAXWELL PARK EXTERIOR PAINTING PROJECT

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ROZAKIS, EMMANUEL MIKE DBA: E ROZAKIS NF
RESTORATION
1213 NEWMARK WAY
FOLSOM CA 95630

[SAZ,CS]

CERTHOLDER COPY

NF



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-16-2013

GROUP:
 POLICY NUMBER: 1558240-2013
 CERTIFICATE ID: 116
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Authorized Representative

President and CEO

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EMPLOYER

ROZAKIS, EMMANUEL MIKE DBA: E ROZAKIS NF
 RESTORATION
 1213 NEWMARK WAY
 FOLSOM CA 95630

[SAZ,CS]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

5/18/2013

PRODUCER
ABC INSURANCE SERVICES
 PMB 35 2033 Ralston Ave
 Belmont, CA 94002
 (650) 832-1300

INSURED
E Rozakis Restoration
Mike Rozakis
 1213 Newmark Way
 Folsom, CA 95630
 916 983-4953

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Certain Underwriters at Lloyds	
INSURER B: Progressive	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM NO.	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	MCP04000336-1	8/30/2012	8/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Fire Damage \$ 100,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08312081-4	9/22/2012	9/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured:
 Oakland Unified School District and its directors, officers, employees, agents, and representatives as additional insureds.
 Project: Maxwell Park Exterior Painting Project

CERTIFICATE HOLDER

Oakland Unified School District
 Division of Facilities, Planning & Management
 955 High Street
 Oakland, Ca. 94601
 Attn: Susi Butler-Berkley

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

5/18/2013

PRODUCER ABC INSURANCE SERVICES PMB 35 2033 Ralston Ave Belmont, CA 94002 (650) 832-1300		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED E Rozakis Restoration Mike Rozakis 1213 Newmark Way Folsom, CA 95630 916 983-4953		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Certain Underwriters at Lloyds	
		INSURER B: Progressive	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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PR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MCP04000336-1	8/30/2012	8/30/2013	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						Fire Damage	\$ 100,000
B		AUTOMOBILE LIABILITY	08312081-4	9/22/2012	9/22/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured:

Oakland Unified School District and its directors, officers, employees, agents, and representatives as additional insureds.
 Project: Maxwell Park Exterior Painting Project

CERTIFICATE HOLDER

Oakland Unified School District
 Division of Facilities, Planning & Management
 955 High Street
 Oakland, Ca. 94601
 Attn: Susi Butler-Berkley

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AUTHORIZED REPRESENTATIVE

AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Maxwell Park Exterior Painting	Site	Maxwell Park Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	E. Rozakis Restoration	Agency's Contact	Emmanuel Rozakis		
OUSD Vendor ID #	NA	Title	Project Manager		
Street Address	1213 Newark Way	City	Folsom	State	CA
Telephone	916-995-2038	Policy Expires	9-22-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07147				

Term			
Date Work Will Begin	6-12-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-16-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$42,600.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
1414	Deferred Maintenance	1399092803	6200	\$42,600.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Charles Love	Phone	510-535-7081
			Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved
				5-20-13
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved
				5-21-13
3.	Associate Superintendent, Facilities Planning and Management		Signature	Date Approved
				
4.	President, Board of Education		Signature	Date Approved