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Memo

To Board of Education

From Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 28, 2014

Subject Award of Bid - Wickman Development and Construction - Washington Elementary School Interim Housing Portable Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1124, Award of Bid and Construction Contract on behalf of the District for the Washington Elementary School Interim Housing Project to Wickman Development and Construction, 319 Rutledge Street, San Francisco, CA 94110 in the amount of \$243,500.00, 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: three hundred sixty-five days (365) Calendar Days, commencing May 29, 2014, and ending on May 29, 2015.

Background To accommodate increased enrollment at school site.

Local Business Participation Percentage 51.70%

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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. 1314-1124, Award of Bid and Construction Contract on behalf of the District for the Washington Elementary School Interim Housing Project to Wickman Development and Construction, 319 Rutledge Street, San Francisco, CA 94110 in the amount of \$243,500.00, 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: three hundred sixty-five days (365) Calendar Days, commencing May 29, 2014, and ending on May 29, 2015.

Fiscal Impact

County School Facilities Fund

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1314-1124

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
WASHINGTON ELEMENTARY SCHOOL INTERIM HOUSING PORTABLE
PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes the installation/coordination of two (2) portable building including water, sewer for sinks and utilities including electrical / data / intercom / fire alarm / intrusion / PA and bell, miscellaneous case work, demolition, underground utilities, and chain link fencing for the Oakland Unified School District of Alameda County, California; and

WHEREAS one (1) bid was provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
Wickman Development & Construction	San Francisco, CA	\$243,500.00

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 BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1314-1124

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
WASHINGTON ELEMENTARY SCHOOL INTERIM HOUSING PORTABLE
PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **WICKMAN DEVELOPMENT & CONSTRUCTION**, for the performance of the bid work, in the amount of **TWO HUNDRED FORTY-THREE THOUSAND, FIVE HUNDRED DOLLARS (\$243,500.00)** 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 **WICKMAN DEVELOPMENT & CONSTRUCTION** for the performance of bid work.

Passed by the following vote:

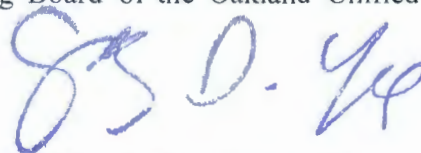
AYES: Jody London, Jumoke Hinton Hodge, Roseann Torres, Christopher Dobbins, Vice President James Harris, President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: None

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 May 28, 2014.



Dr. Gary Yee, Acting Superintendent and
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 5th day of May, 2014, by and between the Oakland Unified School District ("District" or "Owner") and Wickman Development and Construction ("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: Washington Elementary School Interim Housing Portables Project

PROJECT NO.: 13120

RESOLUTION NUMBER: 1314-1124

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 Three hundred sixty-five (365) 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 May 29, 2015.**

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:** Fifteen hundred dollars and no cents (\$1,500.00) 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 A/B 970768 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:

Two hundred twenty-two thousand, five hundred dollars and no cents

(\$222,500.00), (Base Contract Amount)

+ Twenty-one thousand dollars

(\$21,000.00), (Contingency Allowance Amount)

= Two hundred forty-three thousand, five hundred dollars and no cents

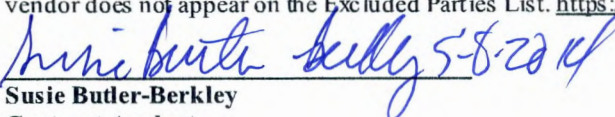
(\$243,500.00), ("Contract Price")

- 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
Contract Analyst

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

Dated: 5/29, 2014

Dated: May 5th, 2014

OAKLAND UNIFIED SCHOOL DISTRICT

Wickman Development And Construction **CONTRACTOR**

By: _____

By: _____

Print Name: David Kakashiba

Print Name: Jonathan Wickman

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Dr. Gary Yee, Ed.D., Acting Superintendent

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: Catherine Boskoff

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

3449329

ARTS-GS

Articles of Incorporation of a General Stock Corporation

To form a general stock corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filing fee,
- A separate, non-refundable \$15 service fee, if you drop off the completed form or document.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. Go to www.ftb.ca.gov for more information.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

ENDORSED - FILED

Office of the Secretary of State in the State of California

JAN 17 2012

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

The name of the corporation is WICKMAN DEVELOPMENT AND CONSTRUCTION

Corporate Purpose

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation.)

a. Agent's name: JONATHAN DANIEL WICKMAN

b. Agent's address: 319 RUTLEDGE STREET, SAN FRANCISCO CA 94110

Shares (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Corporations. For more information, go to www.corp.ca.gov or call the California Department of Corporations at (213) 576-7500.)

This corporation is authorized to issue only one class of shares of stock. The total number of shares which this corporation is authorized to issue is 10000

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Handwritten signature of Jonathan Daniel Wickman

JONATHAN DANIEL WICKMAN

Make check/money order payable to: Secretary of State
We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

Executed In Two (2) Counterparts

Bond #: 1000972103
Premium: \$7,305.00

DOCUMENT 00 61 14

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 Wickman Development and Construction, ("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:

Interim Housing - Sankofa Academy at Washington ES, OUSD #13120 (Project Name)
("Project" or "Contract")

which Contract dated April 30, 2014, 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;

NOW, THEREFORE, the Principal and U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Two Hundred Forty Three Thousand Five Hundred Dollars and 00/100 ----- DOLLARS

(\$ 243, 500.00-----), 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 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 Contract Documents or to the Work.

OAKLAND UNIFIED SCHOOL DISTRICT
Interim Housing – Sankofa Academy at Washington
Project No. 13120
March 27, 2014

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

Dated: 5/29, 2014

Dated: May 5th, 2014

OAKLAND UNIFIED SCHOOL DISTRICT

Wickman Development And Construction **CONTRACTOR**

By: _____

By: _____

Print Name: David Kakahiba

Print Name: Jonathan Wickman

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Dr. Gary Yee, Ed.D., Acting Superintendent

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: Catherine Boskoff

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07984

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Liability,
Workers' Compensation, Aircraft, and Miscellaneous

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 29th
day of December, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
29th day of December, 2004.



John Garamendi
Insurance Commissioner

By

Victoria E. Stinson
Victoria E. Stinson
for Ida Zedrow Deputy
Asst. Chief 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 Insurance Code Section 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

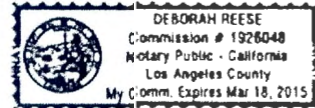
State of California

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 [Signature] (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 5TH day of May, 2014.

Corporate Seals

Bond No. 1000972103 Agency No. 2009



[Signature] Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On May 5, 2014
Date

before me, Eliannet Sandoval Oquendo, Notary Public
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(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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: Eliannet Sandoval Oquendo

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: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Corporate Officer -- Title(s): _____

Individual

Individual

Partner -- Limited General

Partner -- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



Executed In Two (2) Counterparts

Bond #: 1000972103
Premium: \$7,305.00

DOCUMENT 00 61 14

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 Wickman Development and Construction, ("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:

Interim Housing - Sankofa Academy at Washington ES, OUSD #13120 (Project Name)
("Project" or "Contract")

which Contract dated April 30, 2014, 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;

NOW, THEREFORE, the Principal and U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Two Hundred Forty Three Thousand Five Hundred Dollars and 00/100 ----- DOLLARS

(\$ 243, 500.00-----), 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 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 Contract Documents or to the Work.

OAKLAND UNIFIED SCHOOL DISTRICT
Interim Housing – Sankofa Academy at Washington
Project No. 13120
March 27, 2014

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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:

601 South Figueroa Street, Suite #1600
Los Angeles, CA 90017
Attention: John C. Yi, Esq.
Telephone No.: (310) 957 - 3173
Fax No.: (310) 957 - 3173
E-mail Address: JYi@hcc.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 5TH day of May, 2014.

Principal


Wickman Development and Construction
(Name of Principal)


(Signature of Person with Authority)

Jonathan Wickman
(Print Name)

Surety

U.S. Specialty Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Anthony F. Angelicola, Attorney-In-Fact
(Print Name)

First Pacific Bonding - Anthony F. Angelicola
(Name of California Agent of Surety)

5 Third Street, Suite #825, San Francisco, CA 94103
(Address of California Agent of Surety)

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

Contractor 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

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

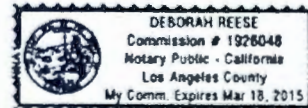
State of California

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 [Signature] (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 5TH day of May, 2014.

Corporate Seals



Bond No. 1000972103 Agency No. 2009

[Signature] Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On May 5, 2014
Date

before me, Eliannet Sandoval Oquendo, Notary Public
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(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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: Eliannet Sandoval Oquendo
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: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Executed In Two (2) Counterparts

DOCUMENT 00 61 15

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 Wickman Development and Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Interim Housing - Sankofa Academy at Washington ES, OUSD #13120 (Project Name)
("Project" or "Contract")

which Contract dated April 30, 2014, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and U.S. Specialty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Two Hundred Forty Three Thousand Five Hundred Dollars and 00/100 DOLLARS

(~~\$243,500.00~~), 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 9000 through 9566 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.

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 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 Contract Documents or to the Work.

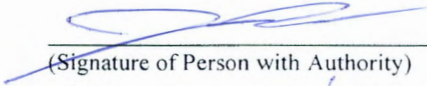
OAKLAND UNIFIED SCHOOL DISTRICT
Interim Housing - Sankofa Academy at Washington
Project No. 13120
March 27, 2014

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 5TH day of May, 2014.

Principal

Wickman Development and Construction
(Name of Principal)


(Signature of Person with Authority)

Jonathan Wickman
(Print Name)

Surety

U.S. Specialty Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Anthony F. Angelicola, Attorney-In-Fact
(Print Name)

First Pacific Bonding - Anthony F. Angelicola
(Name of California Agent of Surety)

5 Third Street, Suite #825, San Francisco, CA 94103
(Address of California Agent of Surety)

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

Contractor 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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07984

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Liability,
Workers' Compensation, Aircraft, and Miscellaneous

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

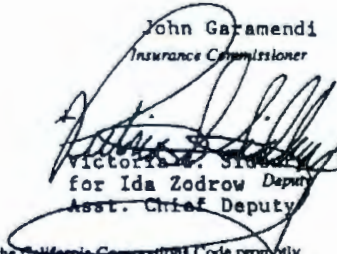
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 29th
day of December, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
29th day of December, 2004.



John Garamendi
Insurance Commissioner

By


Victoria M. Sidorov
for Ida Zedrow Deputy
Asst. Chief 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 Insurance Code Section 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

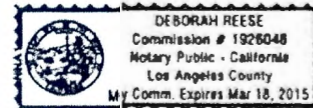
State of California

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 [Signature] (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 5TH day of May, 2014.

Corporate Seals



Bond No. 1000972103 Agency No. 2009

[Signature] Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

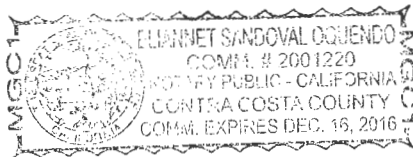
County of San Francisco

On May 5, 2014
Date

before me, Eliannet Sandoval Oquendo, Notary Public
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 ~~(x)~~ whose name ~~(x)~~ is ~~not~~ subscribed to the within instrument and acknowledged to me that he ~~she~~ ~~it~~ executed the same in his ~~her~~ ~~its~~ authorized capacity ~~(ies)~~, and that by his ~~her~~ ~~its~~ signature ~~(s)~~ on the instrument the person ~~(x)~~, or the entity upon behalf of which the person ~~(x)~~ 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: Eliannet Sandoval Oquendo
Signature of Notary Public

Place Notary Seat 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: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

Executed In Two (2) Counterparts

DOCUMENT 00 61 15

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 Wickman Development and Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Interim Housing - Sankofa Academy at Washington ES, OUSD #13120 (Project Name)
("Project" or "Contract")

which Contract dated April 30, 2014, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and U.S. Specialty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Two Hundred Forty Three Thousand Five Hundred Dollars and 00/100 DOLLARS

(\$243,500.00), 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 9000 through 9566 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.

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 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 Contract Documents or to the Work.

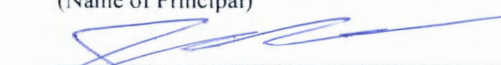
OAKLAND UNIFIED SCHOOL DISTRICT
Interim Housing – Sankofa Academy at Washington
Project No. 13120
March 27, 2014

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 5TH day of May, 2014.

Principal


Wickman Development and Construction
(Name of Principal)


(Signature of Person with Authority)

Jonathan Wickman
(Print Name)

Surety

U.S. Specialty Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Anthony F. Angelicola, Attorney-In-Fact
(Print Name)

First Pacific Bonding - Anthony F. Angelicola
(Name of California Agent of Surety)

5 Third Street, Suite #825, San Francisco, CA 94103
(Address of California Agent of Surety)

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

Contractor 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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07984

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Liability,
Workers' Compensation, Aircraft, and Miscellaneous

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 29th
day of December, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
29th day of December, 2004.



By

John Garamendi
Insurance Commissioner

Victoria E. Steward
for Ida Zedrow Deputy
Asst. Chief 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 Insurance Code Section 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

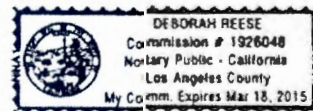
State of California

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 [Signature] (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 5TH day of May, 2014.

Corporate Seals



Bond No. 1000972103 Agency No. 2009

[Signature] Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of San Francisco }

On May 5, 2014 before me, Eliannet Sandoval Oquendo, 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(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(x), and that by his/~~her/their~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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: Eliannet Sandoval Oquendo
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: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

NOTICE OF INTENT TO AWARD

Dated: **April 30, 2014**

To: **Wickman Development & Construction**
(Contractor)
To: **319 Rutledge Street, San Francisco , CA 94110**
(Address)

From: Oakland Unified School District ("District" or "Owner")

PROJECT: **Interim Housing – Sankofa Academy at Washington ES, OUSD #13120**

This letter is to confirm that the Oakland Unified School District staff is recommending that the District's Governing Board accept **Wickman Development & Construction's** bid for the **construction** work on the above Project. The award is contingent upon Board approval and receipt of required documents, including bonds and insurance documents.

The Contract/Agreement shall be for the **Total Bid Amount of \$243,500.00**

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Intent to Award to **Wil Newby**, Project Manager, located at Oakland Unified School District, 955 High Street, Oakland, CA 94601. Failure to properly and timely submit the following Contract Documents entitles District to reject Contractor's bid as non-responsive.

- a. Agreement: Submit four (4) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
- b. Escrow of Bid Documentation: Include all required documentation. Refer to the Escrow of Bid Documentation document for details.
- c. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- e. Insurance Certificates and Endorsements.
Your insurance documents must list the following as Certificate Holders/Additional Insured: **Oakland Unified School District** (Owner), **SMeek Architecture** (Architect), **SGI Construction Management** (Construction Manager), their agents, representatives and employees.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veterans' Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.
- j. Smoke-Free Environment Certification.

- k. Hazardous Materials Certification.
- l. Lead-Based Paint Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Contract Financial Interest Certification
- p. Local Business Participation Form
- q. DVBE Participation Policy Form(s) (Pages 8-15)
- r. Debarment and Suspension Certification Form
- s. Schedule Z Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction Form. **Please note: Prospective Sub-Contractors are required to complete and submit this form also.**

Provide confirmation by Contractor and by all of Contractor's subcontractors to the District's Project Labor Agreement - (PLA), by return of the Letter of Assent, to "Davillier- Sloan, Inc."

Wickman Development & Construction will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 385-1265
Fax: (510) 835-7613
maribel@davilliersloan.com

Wickman Development & Construction will also provide an original signed copy of their Letter of Assent to:

Wil Newby, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland CA 94601


Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

Time is of the essence for this project, so please expedite the delivery of the above listed documents. These documents must be received and a contract must be executed before a "Notice to Proceed" can be issued.

If you have any questions, please feel free to give the **Wil Newby**, Project Manager, a call at **(510) 532-2802** and/or their cell **(510) 703-3144**.

District will return to Contractor one fully signed counterpart of the Agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

BY:  _____

NAME: **Timothy White** _____

TITLE: **Associate Superintendent** _____

END OF DOCUMENT



Interoffice Memo

Date: April 30, 2014
 To: Tadashi Nakadegawa, Director of Facilities
 From: Wil Newby
 Project Name: Interim Housing – Sankofa Academy at Washington ES
 Project No.: 13120
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY


	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	Whickman Development & Construction		
Base Bid Amount	222,500		
Contingency Allowance	\$21,000		
Total Bid Amount	\$243,500		

Local Business Enterprise Participation: 51.83%

SGI/OUSD recommends the award of the bid to **Whickman Development and Construction**, for a total contract amount of **\$ 243,500.00**.

CONSTRUCTION BUDGET: \$209,000 BID SAVINGS: -\$13,500

RECOMMENDATION:  4/30/14
 Wil Newby - Project Manager Date

ACCEPTANCE:  4/30/14
 Tadashi Nakadegawa – Director of Facilities Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
05/02/2014

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

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

PRODUCER Strachota Insurance Agency Inc California License #0249673 27710 Jefferson Ave. #100 Temecula, CA 92590 Carmen L. Batten	CONTACT NAME: Carmen L. Batten PHONE (A/C, No, Ext): 951-676-2229 E-MAIL ADDRESS: Carmen@strachota.com	FAX (A/C, No): 951-676-7391
	INSURER(S) AFFORDING COVERAGE	
INSURED Wickman Development and Construction, Inc. 319 Rutledge Street San Francisco, CA 94110	INSURER A: Hanover Insurance Company	NAIC #
	INSURER B: State Compensation Ins. Fund	35076
	INSURER C: Progressive Casualty	24260
	INSURER D: Natl Union Fire Ins Co of Pitt	19445
	INSURER E: Zurich Small Business Solution	27855
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	IG011002219-00	09/25/2013	09/25/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	02052726-1	02/07/2014	02/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE017142121	09/25/2013	09/25/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 9056263	05/10/2013	05/10/2014	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk			BR06583753	04/30/2014	04/30/2015	Limit: 243,500 Ded.: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and Architect(s) are named as additional insured as respects general liability per the attached endorsement #TMGL172 10/11. Primary Wording is included per the attached endorsement #TMGL172 10/11. Waiver of (Notes)

CERTIFICATE HOLDER OAKLAND Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

NOTEPAD:HOLDER CODE **OAKLAND**
INSURED'S NAME **Wickman Development and****WICKM-2**
OP ID: JH1PAGE 2
Date **05/02/2014**

Subrogation in favor of the general liability is included per the attached endorsement #CG24041093. Also named as additional insured as respects auto liability per the attached endorsement. Primary Wording and Waiver of Subrogation apply for the auto policy per the attached. Waiver of Subrogation in favor of the workers compensation policy is included and does apply.
Re: Project #13121 - Interim Housing - Sankofa Academy at Washington Elementary School.

Policy Number: IG011002219-00
 Effective Date: 09/25/2013

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
 AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
 AGREEMENT WITH YOU (PRIMARY & NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury", "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
 - c. "Property Damage" which manifests after expiration of the Policy.

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

POLICY #: IG011002219-00

Effective Date: 09/25/2013

COMMERCIAL
GENERAL LIABILITY

CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: All clients of the insured where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

STRACHOTA INS AGCY
27710 JEFFERSON, #100
TEMECULA, CA 92590
1-951-676-2229

PROGRESSIVE

Policy number: 02052726-1

Underwritten by:
United Financial Casualty Company
May 2, 2014
Page 1 of 1

Certificate of Insurance

Certificate Holder

Additional Insured
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND, CA 94601

Insured

WICKMAN DEVELOPMENT AND
CONSTRUCTION
319 RUTLEDGE STREET
SAN FRANCISCO, CA 94110

Agent

STRACHOTA INS AGCY
27710 JEFFERSON, #100
TEMECULA, CA 92590

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 7, 2014

Policy Expiration Date: Feb 7, 2015

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Any Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items


Scheduled autos only

OAKLAND UNIFIED SCHOOL DISTRICT is a primary and non-contributory additional insured regardless of whether Holder is a named insured of any other policy.

Certificate number

12214BUH726

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)

PROGRESSIVE

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Truck Cargo Legal Liability Coverage Form
Commercial General Liability Coverage Form

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND, CA 94601

This endorsement applies to Policy Number: 02052726-1

Issued to: WICKMAN DEVELOPMENT AND CONSTRUCTION

Endorsement Effective: 02/07/2014

Expiration: 02/07/2015

All other terms, limits and provisions of this policy remain unchanged.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Wickman Development & Construction**

Project: Washington ES Interim Housing

Project #:13120

Estimate: \$209,000

Date: Tuesday, April 22, 2014

Time: 2:30 pm

Project Mgr: Wil Newby

Architect: S Meek Architecture

Based Bid \$ 222,500.00

Verified Local Business Participation 2.0% \$ 4,450.00

Based Bid W/ LBP Discount \$ 218,050.00

	LBE	SLB	SLBR	COMMENTS:
Company: Wickman Development & Const. Address: 319 Rutledge Street City/State: San Francisco, CA Phone:(415) 215-3473				1 2 3 4
Company: Summerhill Electric Address: 5230 E. 12th Street City/State: Oakland, CA Phone:(510) 638-5367			49.44%	1 2 3 4
Company: North American Fencing & Railing Address: 515 23rd Avenue City/State: Oakland, CA Phone:(510) 436-0755		2.39%		1 2 3 4

TOTAL PARTICIPATION	0.0%	2.39%	49.44%
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51.83%

APPROVAL- LBU Compliance Officer

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Wickman Development And Construction
(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 of Bid No. 13120.

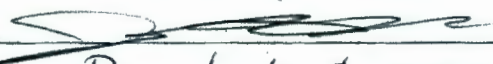
PROJECT: Washington Elementary School Interim Housing Sankofa Academy at Washington

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

Base Bid Amount:	\$ 220,000.00 ⁵⁰⁰ 222,500.00
Contingency Allowance Amount:	\$ 21,000.00
Total Bid Amount:	\$ 241,000.00 ⁵⁰⁰ 243,500.00 - two-hundred-forty-three-thousand-dollars-and-no-cents

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

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 22nd day of April 2014
Name of Bidder Wickman Development And Construction
Type of Organization S-Corporation
Signed by  Jonathan Wickman
Title of Signer President & CEO
Address of Bidder 319 Rutledge Street, San Francisco CA 94110
Taxpayer's Identification No. of Bidder 80-0799466
Telephone Number 415-215-3473
Fax Number 415-341-0155
E-mail jdwickman@gmail.com Web page wickman Development.com
Contractor's License No(s): No.: 970768 Class: A&D Expiration Date: 08/31/2014
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Wickman Development And Construction
President: Jonathan Wickman
Secretary: Jonathan Wickman
Treasurer: Jonathan Wickman
Manager: Jonathan Wickman

END OF DOCUMENT

No. <u>1</u> , Dated <u>April 16th, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - 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.
11. 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.
 12. 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.
 13. 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.
 14. 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. 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.
 15. 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.

AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Washington ES Interim Housing Portables	Site	161
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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
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Contractor Information

Contractor Name	Wickman Development and Construction	Agency's Contact	Jonathon Wickman			
OUSD Vendor ID #	V061445	Title	Project Manager			
Street Address	319 Rutledge Street	City	SF	State	CA	Zip 94110
Telephone	415-215-3473	Policy Expires	9-25-2014			
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 #	13120					

Term

Date Work Will Begin	5-29-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-29-2015
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$243,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

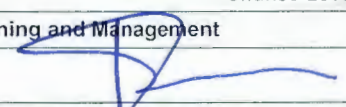

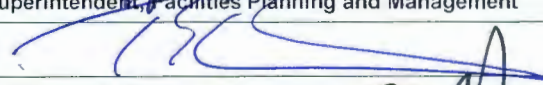
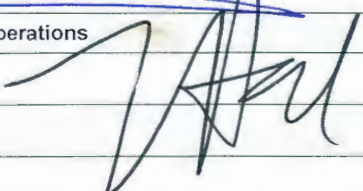
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1619003891	6271	\$243,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management					
	Signature			Date Approved	5/8/14	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	5-13-14	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	Deputy Superintendent, Business Operations					
	Signature			Date Approved	5/14/14	
5.	President, Board of Education					
	Signature			Date Approved		

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Wickman Development & Construction**

Project: Washington ES Interim Housing

Project #:13120

Estimate: \$209,000

Date: Tuesday, April 22, 2014

Time: 2:30 pm

Project Mgr: Wil Newby

Architect: S Meek Architecture

Based Bid \$ 222,500.00

Verified Local Business Participation 2.0% \$ 4,450.00

Based Bid W/ LBP Discount \$ 218,050.00

	LBE	SLB	SLBR	COMMENTS:
Company: Wickman Development & Const.				1
Address: 319 Rutledge Street				2
City/State: San Francisco, CA				3
Phone:(415) 215-3473				4
Company: Summerhill Electric				1
Address: 5230 E. 12th Street				2
City/State: Oakland, CA			49.44%	3
Phone:(510) 638-5367				4
Company: North American Fencing & Railing				1
Address: 515 23rd Avenue				2
City/State: Oakland, CA		2.39%		3
Phone:(510) 436-0755				4

TOTAL PARTICIPATION	0.0%	2.39%	49.44%	51.83%
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APPROVAL- LBU Compliance Officer

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Wickman Development And Construction
(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 of Bid No. 13120.

PROJECT: Washington Elementary School Interim Housing Sankofa Academy at Washington

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

Base Bid Amount:	\$ 220,000.00 ^{JDW} 222,500.00
Contingency Allowance Amount:	\$ 21,000.00
Total Bid Amount:	\$ 241,000.00 ^{same} = two-hundred-forty-one 243,500.00 - thousand dollars and no cents

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. 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.
4. 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.
5. 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.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. 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.
8. 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
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:
Project:
Project #:
Estimate:

Bid Opening Date:
Time:
Project Mgr:
Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <i>Green Tech Industry</i> Address: <i>2601 San Pablo Ave</i> City/State: <i>Oakland, Ca</i> Phone: <i>(510) 992-1100</i>	\$ <i>29,835</i>				
Company: <i>Golden Bay Fence</i> Address: <i>4104 51st Street</i> City/State: <i>Stockton</i> Phone: <i>(209) 944-9754</i>	\$ <i>8,853</i>	<i>4%</i>			
Company: <i>Security Engineers</i> Address: <i>1457 SOS DRIVE W</i> City/State: <i>Walnut Creek, CA</i> Phone: <i>(510) 760-0100</i>	\$ <i>103,550</i>	<i>1%</i>	<i>47%</i>		
Company: <i>Demo Masters Inc</i> Address: City/State: <i>Oakland, Ca.</i> Phone:	\$ <i>3,200</i>		<i>15%</i>		
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	<i>115,638</i> 000	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Wickman Development And Construction
 Project: Interim Housing - S. Lake Academy @ Washington
 Project #: 13120
 Estimate:

Bid Opening Date: 01/23/11
 Time: 2:00 PM
 Project Mgr: Jim Norman
 Architect: Wickman Architecture

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
\$222,500					
PRIME Company: Address: 317 21st St City/State: San Francisco CA Phone: 415-215-3173	\$				
Company: Address: 5730 City/State: Oakland CA Phone: 510-530-1168	\$ 11,000	49.4	49.4	49.4	3657
Company: Address: 515 23rd Ave City/State: San Francisco CA Phone: 510-475-0238	\$ 5,309	2.4	2.4		5789
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	115,309 \$0.00	0.0%	0.0%	0.0%	0.0%

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

APPROVAL - LBU Compliance Officer

518 5108 49.4%

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: NICK JELEV
(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 of Bid No. 13120

PROJECT: WASHINGTON ELEMENTARY SCHOOL Interim Housing

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

Base Bid Amount:	\$ <u>199,850.00</u>
Contingency Allowance Amount:	\$ <u>19,985.00</u>
Total Bid Amount:	\$ <u>219,835.00</u>

**Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

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. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT APPLICABLE.

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
3. 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.
4. 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.
5. 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.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. 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.
8. 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
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>April 16th, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - 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.
11. 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.
 12. 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.
 13. 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.
 14. 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. 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.
 15. 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.

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 APRIL day of 21 2014

Name of Bidder NICK JELEV / Green Tech Industry Inc.

Type of Organization GENERAL CONTRACTOR

Signed by NICK JELEV

Title of Signer OWNER, CEO

Address of Bidder 2601 SAN PABLO AVE. OAKLAND, CA, 94612

Taxpayer's Identification No. of Bidder 27-1920949

Telephone Number (510) 922-1100

Fax Number (510) 922-8898

E-mail NICKJ@GREENTECHINDUSTRY.net Web page Greentech Industry.net

Contractor's License No(s): No.: 951220 Class: B Expiration Date: 8/31/2014

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Greentech Industry Inc.

President: Radoslav RAKLEV

Secretary: Radoslav RAKLEV

Treasurer: TODOR Aleksiev

Manager: KRIS JELEV

END OF DOCUMENT