

Board Office Use: Legislative File Info.	
File ID Number	17-2423
Introduction Date	12-13-2017
Enactment Number	17-1726
Enactment Date	12/13/17 OR



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Belongs. Thriving Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *WH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 13, 2017 *M*

Subject Award of Bid and Agreement- D-Line Constructors, Inc. - Bret Harte Synthetic Turf Field Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0072, Award of Bid Agreement and Construction Contract on behalf of the District to D-Line Constructors, Inc., Oakland, CA, for the Bret Harte Synthetic Turf Field Project, in the amount of \$1,208,630.00, 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 Contract for same with the successful bidder, with work to be conducted in one (1) phase; with a Contract Duration: (90) days Calendar Days; commencing December 14, 2017, and ending on April 28, 2018.

Discussion Services needed to install a new synthetic turf field and ADA compliant ramp at Bret Harte.

LBP (Local Business Participation Percentage) 67.30%

Recommendation Approval by the Board of Education of Resolution No. 1718-0072, Award of Bid Agreement and Construction Contract on behalf of the District to D-Line Constructors, Inc., Oakland, CA, for the Bret Harte Synthetic Turf Field Project, in the amount of \$1,208,630.00, 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 Contract for same with the successful bidder, with work to be conducted in one (1) phase; with a Contract Duration: (90) days Calendar Days; commencing December 14, 2017, and ending on April 28, 2018.

Fiscal Impact Fund 21, Measure J

Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: D-Line Constructors, Inc.

Project Name: Bret Harte Field Project No.: 16100

Contract Term: Intended Start: 12-14-2017 Intended End: 6/29/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$1,208,630.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Through the public bidding process, this bidder was the most responsible/responsive bidder.

Summarize the services this Vendor will be providing.

Project scope includes: Saw cut and demolition of existing pavement, site furnishings, wall mounted drinking fountain and selective ramp demolition for new construction. New construction consists of installation of new concrete ramp, installation of 2" synthetic turf field on composite base, installation of fencing, installation of underground irrigation, installation of underground electrical, installation of new drinking fountain, re-installation of salvaged site furnishings, paving, installation of new handrail, installation of guardrails, installation of concrete curbs & sidewalks and installation of underground storm water drainage system. Alternates #1 for TPE and alternate #2 for slurry of basketball courts were also accepted.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **13th** day of **October, 2017**, by and between the Oakland Unified School District (“District” or “Owner”) and **D-Line Constructors, Inc.** (“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: **Bret Harte Synthetic Turf Field**

PROJECT NO.: **16100**

RESOLUTION NUMBER: **1718-0072**

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 **90** consecutive calendar days (“Contract Time”) **commencing December 14, 2017 and concluding no later than April 28, 2018**, 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.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: One thousand, five 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 A – General Engineering and / or B- Building 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:

Nine hundred seventy-three thousand dollars and no cents + 136,000.00 (Alt#1)

\$973,000.00 (Base Contract Amount) + \$9,630.00 (Alt#2)

+ \$Ninety thousand dollars

\$90,000.00, (Contingency Allowance Amount)

= One Million, Two hundred eight thousand, Six hundred thirty dollars and no cents

\$1, 208, 630.00) ("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>


Cesar Monterrosa
Director of Facilities Planning & Management

11/13/17

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

Dated: December 13, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Print Name: James Harris

Print Title: President, Board of Education

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Joe Dominguez

Print Title: Deputy Chief, of Facilities, Planning and Management

Approved as to Form:

By: [Signature]

Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

Dated: October 16, 2017

D-Line Constructors Inc. CONTRACTOR

By: [Signature]

Print Name: Josep A. Prada

Print Title: President

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

CORPORATE RESOLUTION

OF

D-LINE CONSTRUCTORS

A California Corporation

June 13, 2016

WHEREAS, a majority of the Shareholders and Board of Directors deem it to be in the best interest of this corporation to authorize officers to conduct transactions, execute and deliver such contracts or agreements and any such amendment thereto that binds the Corporation inasmuch as such contracts or agreements relate to the business interests of the corporation and to authorize such transactions with the signatures of such officers with or without a corporate seal. The Powers and Duties of such officers are set forth in Article 5 of the Bylaws of the Corporation. Whereas, it is recognized that the following current officers shall have this authorization and power:

JOSUE ANTONIO PRADA III – President / Chief Executive Officer

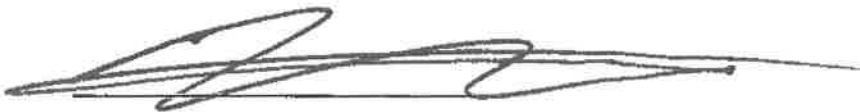
MATTHEW CERTA – Vice President / Chief Operating Officer

Now, Therefore, Be It Resolved, that upon approval by the Board of Directors of this Corporation as evidenced by the signature of the Chairman of the Board affixed below that the aforementioned persons shall be so authorized and have the power and ability to bind the Corporation with or without a corporate seal.

RESOLVED FURTHER, that the officers of this corporation as stated above and pursuant to the duties of such Officers authorized in Article 5 of the Corporation's bylaws are, hereby authorized to do and perform any and all such acts, duties and responsibilities of an officer.

RESOLVED FURTHER, that the Chairman of the Board of Directors of the Corporation is hereby authorized to take all action and execute any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by a Majority of the Shareholders of the Corporation, and has been approved by majority vote of the existing Board of Directors. Said resolution has been duly recorded in the Minute Book and is in full force and effect as of the date first listed above.



JOSUE ANTONIO PRADA III – Majority Shareholder & Chairman of the Board of Directors



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

RESOLUTION NO. 1718 - 0072

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE BRET HARTE SYNTHETIC TURF & FIELD PROJECT**

WHEREAS, the District has heretofore requested bids, for installation of 2” synthetic turf field on composite base, installation of fencing; of underground irrigation; of underground electrical; paving; and demolition of existing pavement site furnishings.

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

Contractor:	Location	Bid Amount
D-Line Constructors	Oakland, CA	\$1,208,630.00
Redgwick Construction, Co	Oakland, CA	\$1,273,002.00
O.C. Jones	Oakland, CA	\$1,432,000.00

WHEREAS, the responsive bidder has either met the goals for the local business participation or a “good-faith” effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **D-LINE CONSTRUCTORS, INC.** for the performance of the bid work, in the amount of **ONE MILLION, TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED THIRTY DOLLARS AND NO CENTS (\$293,000.00)** shall 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 hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **D-LINE CONSTRUCTORS, INC.** for the performance of bid work.



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

RESOLUTION NO. 1718 - 0072

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE BRET HARTE SYNTHETIC TURF AND FIELD PROJECT**

Page 2 of 2

Passed by the following vote:

AYES: Jody London, Aimee Eng, Shanthi Gonzales, Vice
President Nina Senn, President James Harris

NOES: None

ABSTAINED: Jumoke Hinton Hodge, Roseann Torres

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 **December 13, 2017**.

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



Interoffice Memo

Date: October 9, 2017
 To: Tadashi Nakadegawa, Director of Facilities
 From: Aboudi Kabbani
 Project Name: Bret Harte Middle School – Synthetic Turf Field
 Project No.: 16100
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	D-Line Constructors, Inc.	Ridgerwick Construction Co.	O.C. Jones
Base Bid Amount	\$973,000	\$1,035,558	\$1,230,000
Alternate No. 1	\$136,000	\$114,281	\$86,000
Alternate No. 2	\$9,630	\$33,163	\$26,000
Contingency Allowance	\$90,000	\$90,000	\$90,000
Total Bid Amount	\$1,208,630	\$1,273,002	\$1,432,000

Local Business Enterprise Participation: 67.30%

OUSD recommends the award of the bid to **D-Line Constructors, Inc.**, for a total contract amount of **\$ 1,208,630.00.**

CONSTRUCTION BUDGET: \$1,208,630 BID SAVINGS: \$0

RECOMMENDATION: Aboudi Kabbani - Project Manager 10/09/17
Date

ACCEPTANCE: Tadashi Nakadegawa – Director of Facilities _____
Date

(Handwritten signature and blue scribble)

OSM 11/13/17



*NOTE: Based on the specialized service and supplier for procurement, LBU requirement was decreased from 50% to 20%, with 10% MAX LBE and 10% Min. SLBE/SLRBE.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: D-Line Constructors, Inc.
 Project: Bret Harte MS Synthetic Turf
 Project #: 16100
 Estimate: \$990,680

Date: Monday, September 25, 2017
 Time: 3:00 pm
 Project Mgr: Aboudi Kabbani
 Architect: Verde Design

Based Bid (including Alternates) \$ 973,000.00
Verified Local Business Participation 2.0% \$ 19,460.00
Based Bid W/ LBP Discount \$ 953,540.00

LBU Credit Based on Policy:
67.30%

This firm meets the minimum 20% LBU requirement* and receives 2% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: D-Line Constructors, Inc. Address: 499 Embarcadero, Office B City/State: Oakland, CA Phone:(510)251-6400			58.4%	1 2 3 4
Company: North American Fence & Railing Address: 515 23rd Avenue City/State: Oakland, CA Phone: (510)436-0755		8.50%		1 2 3 4
Company: S & S Trucking Address: 477 Roland Way City/State: Oakland, CA Phone:(510)383-3556		0.4%		1 2 3 4

TOTAL PARTICIPATION	0.00%	8.90%	58.40%	67.30%*
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* Total LBU % Proposed



*NOTE: Based on the specialized service and supplier for procurement, LBU requirement was decreased from 50% to 20%, with 10% MAX LBE and 10% Min. SLBE/SLRBE.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Redgwick Construction Company**

Project: Bret Harte MS Synthetic Turf

Project #: 16100

Estimate: \$990,680

Date: Monday, September 25, 2017

Time: 3:00 pm

Project Mgr: Aboudi Kabbani

Architect: Verde Design

Based Bid (including Alternates)

\$ 1,035,558.00

Verified Local Business Participation

\$ 20,711.16

Based Bid W/ LBP Discount

\$ 1,014,846.84

LBU Credit Based on Policy:
62.00%

This firm meets the minimum 20% LBU requirement* and receives 2% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Redgwick Construction Company				
Address: 21 Hegenberger Court		62.0%		1
City/State: Oakland, CA				2
Phone:(510)251-6400				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4

TOTAL PARTICIPATION	0.00%	62.00%	0.00%	62.00%*
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30

*NOTE: Based on the specialized service and supplier for procurement, LBU requirement was decreased from 50% to 20%, with 10% MAX LBE and 10% Min. SLBE/SLRBE.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **O.C. Jones & Sons, Inc.**

Project: Bret Harte MS Synthetic Turf

Project #: 16100

Estimate: \$990,680

Date: Monday, September 25, 2017
 Time: 3:00 pm
 Project Mgr: Aboudi Kabbani
 Architect: Verde Design

LBU Credit Based on Policy:
20.20%

Based Bid (including Alternates) \$ 1,230,000.00

Verified Local Business Participation 2.0% \$ 24,600.00

Based Bid W/ LBP Discount \$ 1,205,400.00

This firm meets the minimum 20% LBU requirement* and receives 2% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: O.C. Jones & Sons, Inc.				
Address: 155 Filbert Street, Suite 252	67.00%			1
City/State: Oakland, CA				2
Phone: (510)526-3424				3
				4
Company: North American Fence & Railing				
Address: 515 23rd Avenue		7.30%		1
City/State: Oakland, CA				2
Phone: (510)436-0755				3
				4
Company: S & S Trucking				
Address: 477 Roland Way		2.9%		1
City/State: Oakland, CA				2
Phone: (510)383-3556				3
				4

TOTAL PARTICIPATION	67.00%	10.20%	0.00%	77.20%*
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* Total LBU % Proposed

Shoukhattat
 APPROVAL- LBU Compliance Officer

BID FORM AND PROPOSAL

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

From: D-Line Constructors Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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. **16100**

PROJECT: Bret Harte Middle School -Synthetic Turf Field

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

<u>Nine Hundred Seventy Three thousand</u>	dollars	\$ <u>973,000</u> ^{JP} 993
Base Bid Amount		
<u>Ninety thousand</u>	dollars	\$ <u>90,000.00</u>
Contingency Allowance Amount		
<u>One million Sixty Three thousand</u>	dollars	\$ <u>1,063,000</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.		

Additive/Deductive Alternates:

Alternate #A

2.2 **ADDITIVE ALTERNATE "A":** Furnish all labor, materials, equipment, facilities, transportation, and services to complete all work relating to the installation of provided 100% TPE infilled in lieu of SBR infilled (so infilled consist of TPE and Sand) as shown on drawings sheets and further describe by other applicable portions of the contract documents..

<u>One Hundred Thirty Six thousand</u>	dollars	\$ <u>136,000</u>
Additive/Deductive		

OAKLAND UNIFIED SCHOOL DISTRICT
Bret Harte Middle
Synthetic Turf Field
Project No.: 16100
August 16, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

Alternate #B

2.3 **ADDITIVE ALTERNATE "B"**: Added Alternate "B" for flurry seal and two(2) half-court basketball court stripping.

<i>Nine thousand Six Hundred Thirty</i> dollars	\$ <u>9,630</u>
Additive/Deductive	

Final Total including alternates: \$ 1,208,630

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, 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 Proposal, 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.

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle
 Synthetic Turf Field
 Project No.: 16100
 August 16, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-3**

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:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>09/18/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>09/18/17</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a A, B license.
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 requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Bret Harte Middle
 Synthetic Turf Field
 Project No.: 16100
 August 16, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

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.
15. 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.
16. 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, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 22 day of September 20 17

Name of Bidder: D-Line Constructors Inc.

Type of Organization: S-Corp

Signed by: Josve A. Prada

Title of Signer: President

Address of Bidder: 499 Embarcadero # 8 Oakland CA

Taxpayer Identification No. of Bidder: 45 510 2845

Telephone Number: 510 251 6400

Fax Number: 510 251 6401

E-mail: Tomy@dlineconstructors.com Web Page: www.dlineconstructors.com

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle
Synthetic Turf Field
Project No.: 16100
August 16, 2017

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 944284 Class: A, B, C21, C27 Expiration Date: 06/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100 000 7891

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle
Synthetic Turf Field
Project No.: 16100
August 16, 2017

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6**

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, D-Line Constructors, Inc., as Principal ("Principal"), and Allied World Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of the Total Amount Bid Dollars (\$ 10%)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Bret Harte Middle School - Synthetic Field* ("Project" or "Contract").

*OUSD; Project No. 16100

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle School
Synthetic Turf Field
Project No.: 16100
August 16, 2017

**BID BOND
DOCUMENT 00 43 13-1**

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 6th day of September, 2017.

D-Line Constructors, Inc.

Principal



By

Allied World Insurance Company

Surety



By David Mahler, Attorney-In-Fact

Direct Surety Insurance Sales

Name of California Agent of Surety

1065 E. Hillsdale Blvd. #230 Foster City, CA 94404

Address of California Agent of Surety

(650) 274-0194

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle School
Synthetic Turf Field
Project No.: 16100
August 16, 2017

**BID BOND
DOCUMENT 00 43 13-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Mateo)
On September 6, 2017 before me, Soy Wong, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared David K. Mahler
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Soy Wong*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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



ALLIED WORLD INSURANCE COMPANY
 30 S. 17th St, Suite 1600
 Philadelphia, PA 19103
 USA

POWER OF ATTORNEY

Issue Date: August 21, 2017

No. 28650-A2728

Single Transaction Limit: \$3,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): David Mahler David Druml

FIRM: Druml Group, Inc. 1135 Farragut Boulevard Foster City, CA 94404

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect until September, 20th, 2017.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 21st day of August, 2017



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 21st day of August, 2017, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Elizabeth K. Bielli

Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognition or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 6th day of September, 2017

Daniel Zharkovky

Daniel Zharkovky, AVP, Assistant General Counsel

ACKNOWLEDGMENT

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

State of California
County of ALAMEDA)

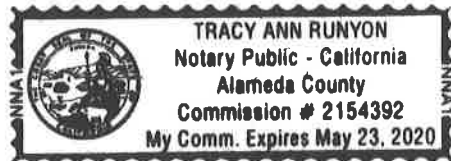
On SEPTEMBER 13, 2017 before me, TRACY ANN RUNYON, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: Bret Harte Middle School Synthetic Turf Field /16100 between Oakland Unified School District ("District") and D-Line Constructors Inc. ("Contractor" or "Bidder") ("Contract" or "Project").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) <u>D-Line Constructors Inc.</u>	Federal ID Number (or n/a) <u>45 510 2845</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>Jose A. Prada / President</u>	Date Executed <u>09/19/17</u>

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
 Bret Harte Middle School
 Synthetic Turf Field
 Project No.: 16100
 August 16, 2017

IRAN CONTRACTING ACT CERTIFICATION
DOCUMENT 00 45 01

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor 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 D-Line Constructors, Inc. ("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:

Project No. 16100, Resolution No. 1718-0072 Bret Harte Synthetic Turf Field

("Project" or "Contract") which Contract dated October 13, 2017, 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 Allied World Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Million Two Hundred Eight Thousand Six Hundred Thirty and 00/100ths

Dollars (\$ 1,208,630.00), 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:

- Promptly 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.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Bret Harte Middle School
Synthetic Turf Field
Project No.: 16100
August 16, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

The condition of the obligation is such that, if the above bound Principal, 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 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.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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 and replacements 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 or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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 26th day of October, 2017.

D-Line Constructors, Inc.

Principal

By


Jose A. Prada

Allied World Insurance Company

Surety

By Nicholas Verna, Attorney-In-Fact

Direct Surety Insurance Sales

Name of California Agent of Surety

1065 E. Hillsdale Blvd. #230

Address of California Agent of Surety

Foster City, CA 94404

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle School

Synthetic Turf Field

Project No.: 16100

August 16, 2017

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2**

(650) 274-0194

Telephone No. 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

OAKLAND UNIFIED SCHOOL DISTRICT

Bret Harte Middle School

Synthetic Turf Field

Project No.: 16100

August 16, 2017

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-3**

ACKNOWLEDGMENT

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

State of California
County of ALAMEDA

On OCTOBER 30TH, 2017 before me, TRACY ANN RUNYON, NOTARY PUBLIC
(insert name and title of the officer)

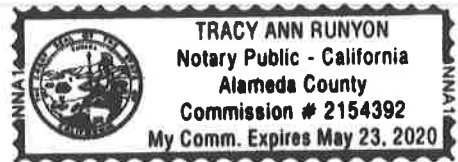
personally appeared JOSUE A PRADA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature _____

(Seal)





ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: October 26, 2017

No. 60048-A1002

Single Transaction Limit: \$25,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): William E. Faust Michael W. Zahodski
Nicholas Verna
 FIRM: AW Surety - Home Office 30 South 17th Street, Suite 1600 Philadelphia, PA 19103

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 26th day of October, 2017



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 26th day of October, 2017, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Elizabeth K. Bielli

Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this ~~24~~ day of October, 2017

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600

Daniel Zharkovky

Daniel Zharkovky, AVP, Assistant General Counsel

DOCUMENT 00 61 13.16

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

(Note: Contractor 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 D-Line Constructors, Inc., ("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:

Project No. 16100, Resolution No. 1718-0072 Bret Harte Synthetic Turf Field

("Project" or "Contract") which Contract dated October 13, 2017, 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 one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Allied World Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Million Two Hundred Eight Thousand Six Hundred Thirty and 00/100ths Dollars (\$ 1,208,630.00), 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 its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Bret Harte Middle School
Synthetic Turf Field
Project No.: 16100
August 16, 2017

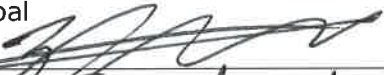

PAYMENT BOND
DOCUMENT 00 61 13.16-1

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 section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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

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 26th day of October, 2017.

D-Line Constructors, Inc.	Allied World Insurance Company
Principal	Surety
	
By <u>Jose A. Prada</u>	By Nicholas Verna, Attorney-In-Fact
	Direct Surety Insurance Sales
	Name of California Agent of Surety
	1065 E. Hillsdale Blvd. #230, Foster City, CA 94404
	Address of California Agent of Surety
	(650) 274-0194
	Telephone No. 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

OAKLAND UNIFIED SCHOOL DISTRICT
Bret Harte Middle School
Synthetic Turf Field
Project No.: 16100
August 16, 2017

PAYMENT BOND
DOCUMENT 00 61 13.16-2

ACKNOWLEDGMENT

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

State of California
County of ALAMEDA

On OCTOBER 30TH, 2017 before me, TRACY ANN RUNYON, NOTARY PUBLIC
(insert name and title of the officer)

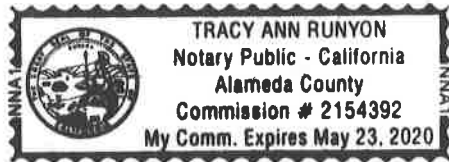
personally appeared JOSUE A PRADA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature _____

(Seal)





ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: October 26, 2017

No. 60048-A1003

Single Transaction Limit: \$25,000,000

KNOW ALL MEN BY THESE PRESENTS:

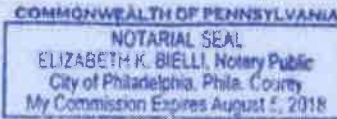
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): William E. Faust Michael W. Zahodski
Nicholas Verna
 FIRM: AW Surety - Home Office 30 South 17th Street, Suite 1600 Philadelphia, PA 19103

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 26th day of October, 2017



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 26th day of October, 2017, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Elizabeth K. Bielli

Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 24th day of October, 2017

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600

Daniel Zharkovky

Daniel Zharkovky, AVP, Assistant General Counsel



ALLIED WORLD INSURANCE COMPANY - NAIC # 22730

CONDENSED STATUTORY BASIS
FINANCIAL STATEMENT

AS OF DECEMBER 31, 2016

ADMITTED ASSETS

BONDS	542,954,507
COMMON STOCKS	26,614,664
INVESTMENT IN SUBSIDIARIES	610,181,340
CASH & SHORT TERM INVESTEMENTS	79,719,912
AGENTS BALANCES OR UNCOLLECTED PREMIUMS	94,413,968
OTHER ASSETS	359,554,416
TOTAL ASSETS	\$ 1,713,438,807

LIABILITIES

RESERVE FOR LOSSES	289,574,923
RESERVE FOR LOSS ADJUSTMENT EXPENSES	111,345,660
RESERVE FOR UNEARNED PREMIUMS	109,585,089
OTHER LIABILITIES	172,262,232
TOTAL LIABILITIES	682,767,904

CAPITAL AND SURPLUS

SPECIAL SURPLUS FUNDS	
CAPITAL STOCK	5,000,000
CAPITAL IN EXCESS OF PAR VALUE	988,824,830
UNASSIGNED SURPLUS	36,846,073
TOTAL CAPITAL AND SURPLUS	1,030,670,903
TOTAL	\$ 1,713,438,807

In the state of New York, county of New York, Robert Larson personally appeared before the undersigned who being duly sworn, deposes and says that he is the Vice President and Treasurer of Allied World Insurance Company and that the foregoing statement is correct and true.

NOTARY Sworn to and Subscribed before Me this 29 day of March, 2017
Signature [Signature] My Commission Expires 09/18/2018

MURZENA LEUNG
Notary Public, State of New York
No. 01LE6152740
Qualified in Queens County
Commission Expires September 18, 2018

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of D-Line Constructors Inc., the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/19/17,
[Date]

at Oakland, CA.
[City] [State]

Date: 09/19/17

Proper Name of Bidder: D-Line Constructors Inc.

Signature: 

Print Name: Josue A. Prada

Title: President

END OF DOCUMENT

NOTEPAD:

HOLDER CODE
INSURED'S NAME **D-Line Constructors Inc**

DLINE-1
OP ID: MV

PAGE 2
Date **10/16/2017**

*Auto additional insured applies per endorsement U-CA-424-F CW (04-14).
*Primary Wording applies per attached endorsement. *Waiver of Subrogation
applies to General, Auto Liability & Work Comp per attached endorsements.
*Umbrella Liability is following form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 - 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Job Description

ALL CALIFORNIA OPERATIONS

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0286130-00	05/21/2017	05/21/2018		74672000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Bret Harte Synthetic Turf & Field Project	Site	206
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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	D-Line Constructors, Inc.	Agency's Contact	Tony Prada		
OUSD Vendor ID #	I006952	Title	Manager		
Street Address	499 Embarcadero	City	Oakland	State	CA
Telephone	510-261-6400	Policy Expires	5-21-2018		
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 #	16100				

Term

Date Work Will Begin	12-14-2017	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-28-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,208,630.00
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
9799	Fund 21, Measure J	2069901891	6271	\$1,208,630.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	11/11/17	11/13/17	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/14/17		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

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