

Board Office Use: Legislative File Info.	
File ID Number	15- 0864
Introduction Date	5-27-2015
Enactment Number	15-0699
Enactment Date	5/27/15 <i>ET</i>



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer *MST*
LP Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 27, 2015

Subject Award of Bid - Del Monte Electric Company Inc. - Bella Vista Elementary School Fire Alarm Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1116, Award of Bid and Construction Contract on behalf of the District for the Bella Vista Elementary School Fire Alarm Project to DEL MONTE ELECTRIC COMPANY, INC., 6998 SIERRA COURT, DUBLIN, CA 94568 in the amount of \$684,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: One hundred fifty-four (154) days Calendar Days, commencing *June 13, EC* 2015, and ending on October 28, 2015. *May 28,*

Background The scope of the project is to replace existing fire and intrusion alarm system and install a new fire alarm and a new (Bosch 9412GV4) intrusion alarm system. Provide all equipment, conduit, wiring audible/visual heat detectors, connections, and programming, as required for completion in spaces above ceiling and a single manual fire alarm box in a normally occupied location. Remove all existing unused wiring / raceway conduit for both systems.

Discussion The new Fire Alarm System will be in line with the new standards from the Division of State Architect.

LBP (Local Business Participation Percentage) 60.09%

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1116, Award of Bid and Construction Contract on behalf of the District for the Bella Vista Elementary School Fire Alarm Project to DEL MONTE ELECTRIC COMPANY, INC., 6998 SIERRA COURT, DUBLIN, CA 94568 in the amount of \$684,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract

Duration: One hundred fifty-four (154) days Calendar Days, commencing ~~June 13,~~ ^{May 28, ^{SK}} 2015, and ending on October 28, 2015.

Fiscal Impact

Measure B, Fund 21

Attachments

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



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

RESOLUTION NO. 1415-1116

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
BELLA VISTA ELEMENTARY SCHOOL FIRE ALARM PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids for the replacement of the existing fire and intrusion alarm system and installation of a new fire alarm and a new (Bosch 9412GV4) intrusion alarm system. Provide all equipment, conduit, wiring audible/visual heat detectors, connections, and programming, as required for completion in spaces above ceiling and a single manual fire alarm box in a normally occupied location. Remove all existing unused wiring / raceway conduit for both systems for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
Del Monte Electric Company, Inc.	Dublin, CA	\$684,000.00
Dan Electric, Inc.	San Leandro, CA	\$698,000.00
Strawn Construction, Inc.	San Jose, CA	\$713,154.60

and,

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



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

RESOLUTION NO. 1415-1116

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
BELLA VISTA ELEMENTARY SCHOOL FIRE ALARM PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DEL MONTE ELECTRIC, INC.** , for the performance of the bid work, in the amount of **SIX HUNDRED EIGHTY-FOUR THOUSAND (\$684,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: Roseann Torres, Jumoke Hinton Hodge, Nina Senn, Aimee Eng, Shanthi Gonzales, Vice President Jody London, President James Harris

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 27, 2015.

Antwan Wilson, Superintendent and Secretary, Board of Education

File ID Number: 15-0864
Introduction Date: 5/27/15
Enactment Number: 15-0699
Enactment Date: 5/27/15
By: OA

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **9th day of April, 2015**, by and between the Oakland Unified School District ("District" or "Owner") and **Del Monte Electric Company, 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: **Bella Vista Elementary School Fire Alarm Project**

PROJECT NO.: **07125**

RESOLUTION NUMBER: **1415-1116**

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 **Eighty-seven (87)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. **Commencing on May 28, 2015 and concluding no later than August 21,**

2015. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by October 28, 2015.**

- 4. Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 5. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: Five hundred dollars and no cents (\$500.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 6. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or

any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-161955 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:

Six hundred sixty-nine thousand dollars (\$669,000.00)

(\$669,000.00), (Base Contract Amount)

+ Fifteen thousand dollars and no cents

(\$15,000.00), (Contingency Allowance Amount)

= Six hundred eighty-four thousand dollars and no cents

(\$684,000.00), ("Contract Price")

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



Susie Butler-Berkley
Contract Analyst

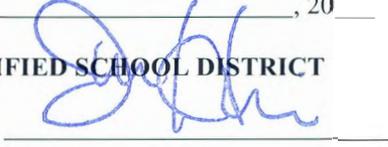
IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

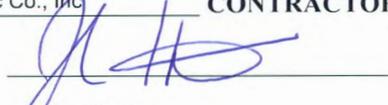
Dated: _____, 20

Dated: APRIL 13, 2014

OAKLAND UNIFIED SCHOOL DISTRICT

Del Monte Electric Co., Inc **CONTRACTOR**

By: 

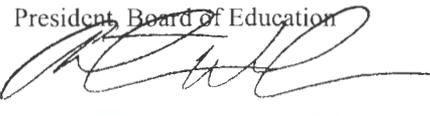
By: 

Print Name: James Harris

Print Name: John Hunter

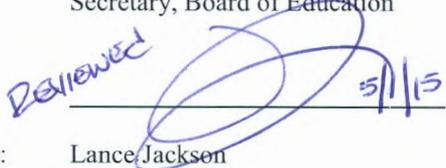
Print Title: President, Board of Education

Print Title: President #2001

By: 

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: 

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

EXECUTED IN DUPLICATE

Bond Number: 8238-64-76

**FACILITIES PLANNING
AND MANAGEMENT**

2015 APR -9 A 9:47

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Del Monte Electric Co., 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:

Bella Vista ES Fire Intrusion Alarm Project No. 07125 (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, 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 Federal Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Six Hundred Eighty Four Thousand ----- DOLLARS

(\$684,000.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 12109
February 18, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

Federal Insurance Company
15 Mountain View Rd., Warren NJ 07059

Attention: _____

Telephone No.: (925) 598 - 6052

Fax No.: (925) 598 - 6180

E-mail Address: jmcgrady@chubb.com

IN WITNESS WHEREOF, two (2) identical counterparts of this Instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 31st day of March, 2015.

Principal

Del Monte Electric Co., Inc.

(Name of Principal)



(Signature of Person with Authority)

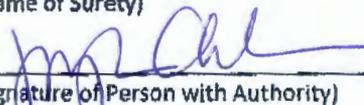
John Hunter

(Print Name)

Surety

Federal Insurance Company

(Name of Surety)



(Signature of Person with Authority)

Tanya Chinchilla, Attorney-in-Fact

(Print Name)

Edgewood Partners Insurance Center

(Name of California Agent of Surety)

3000 Executive Parkway, Suite 300

San Ramon, CA 94583

(Address of California Agent of Surety)

(925) 244-7700

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 12109
February 18, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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 Contra Costa)

On March 31, 2015 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla
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 Lisa M. Lucas
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: _____

DOCUMENT 00 61 15

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the _____ Oakland Unified School District, (or "District") and Del Monte Electric Co., Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Bella Vista ES Fire Intrusion Alarm Project No. 07125 (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

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

Six Hundred Eighty Four Thousand----- DOLLARS

(\$ 684,000.00-----), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed there under shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 07125
February 18, 2015

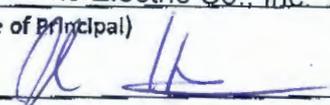
PAYMENT BOND
DOCUMENT 00 61 15 -1

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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 31st day of March, 2015.

Principal

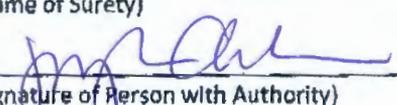
Del Monte Electric Co., Inc.
(Name of Principal)


(Signature of Person with Authority)

John Hunter
(Print Name)

Surety

Federal Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Tanya Chinchilla, Attorney-in-Fact
(Print Name)

Edgewood Partners Insurance Center
(Name of California Agent of Surety)

3000 Executive Parkway, Suite 300

San Ramon, CA 94583
(Address of California Agent of Surety)

(925) 244-7700
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

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 Contra Costa)

On March 31, 2015 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer
personally appeared Tanya Chinchilla
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 Lisa M. Lucas
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: _____



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, Tanya Chinchilla, Lisa M. Lucas, William Phillips, Jr. and D. Richard Stinson of San Ramon, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of September, 2014.

Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo, Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 10th day of September, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

31st day of March, 2015



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Contractor's License Detail for License # 161955

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on its information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/8/2015 2:59:20 PM

Business Information

DEL MONTE ELECTRIC CO INC
6998-A SIERRA COURT
DUBLIN, CA 94568
Business Phone Number:(925) 829-6000

Entity Corporation
Issue Date 07/17/1956
Expire Date 03/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FEDERAL INSURANCE COMPANY.

Bond Number: 81933429

Bond Amount: \$12,500

Effective Date: 01/01/2007

[Contractor's Bond History](#)

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HUNTER JOHN DAVID certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 08/16/2000

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the PACIFIC COMPENSATION INSURANCE COMPANY

Policy Number: WA00042800

Effective Date: 10/01/2013

Expire Date: 10/01/2015

[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

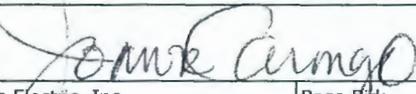
Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Bella Vista Elementary School
 Project: Fire Intrusion Alarm
 Project #: 07125
 Estimate: \$621,000

Date: Tuesday, March 17, 2015
 Time: 2:00 PM
 Project Mgr: Rocky Borton
 Architect: AON Fire Protection

Signature of Witness to Bid



Signature of Bid Opener



Company:	Del Monte Electric, Inc	Base Bid:	\$669,000.00	Required Day of Bid:	
Address:	6998 Sierra Ct	Allowance:	\$ 15,000.00	Signed Bid Form	X
City/State:	Dublin, CA	TOTAL:	\$ 684,000.00	Addendum Acknow.	X
Phone:	925-829-6000	Alternates:		Bid Bond	X
Fax:	925-829-6033			Non-Collusion	X
				Iran Contracting Certificatoin	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:46 PM	3/17/2015	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	3/17/2015	Local Business Participation Form	X
				DVBE Forms	X
Company:	Dan Electric, Inc	Base Bid:	\$683,000.00	Required Day of Bid:	
Address:	2990 Teagrden Street	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	San Leandro, CA	TOTAL:	\$698,000.00	Addendum Acknow.	X
Phone:	510-351-7100	Alternates:		Bid Bond	X
Fax:	510-351-3200			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:45 PM	3/17/2015	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15pm	3/17/2015	Local Business Participation Form	X
				DVBE Forms	X
Company:	Strawn Construction, Inc	Base Bid:	\$698,154.60	Required Day of Bid:	
Address:	1140 Pedro Street Ste 1	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	San Jose, Ca	TOTAL:	\$713,154.60	Addendum Acknow.	X
Phone:	408-286-1299	Alternates:		Bid Bond	X
Fax:	408-286-1288			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:22 PM	3/17/2015	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	3/17/2015	Local Business Participation Form	X
				DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	



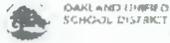
LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Del Monte Electric**
 Project: Bella Vista ES Fire Intrusion Alarm
 Project #:07125
 Estimate: \$620,000

Date: Tuesday, March 17, 2015
 Time: 2:00 pm
 Project Mgr: Rocky Borton
 Architect: AON Fire Protection

Based Bid		\$	669,000.00
Verified Local Business Participation	3.0%	\$	20,070.00
Based Bid W/ LBP Discount		\$	648,930.00

	LBE	SLB	SLBR	COMMENTS:
PRIME: Del Monte Electric Address: 6998 Sierra Court City/State: Dublin, CA Phone:925-829-6000				
Prime: Digital Design Communications Address: 8135 Capwell Drive City/State: Oakland, CA 94621 Phone:510-632-0650			54.11%	1 2 3 4
Company: Emperor Supply Address: 119 10th Street City/State: Oakland, CA Phone:510-251-1234		5.98%		1 2 3 4
TOTAL PARTICIPATION	0.00%	5.98%	54.11%	60.09%



OAKLAND UNIFIED
SCHOOL DISTRICT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Dan Electric**
 Project: Bella Vista ES Fire Intrusion Alarm
 Project #: 07125
 Estimate: \$620,000

Date: Tuesday, March 17, 2015
 Time: 2:00 pm
 Project Mgr: Rocky Borton
 Architect: AON Fire Protection

Based Bid		\$	683,000.00
Verified Local Business Participation	2.0%	\$	13,660.00
Based Bid W/ LBP Discount		\$	669,340.00

	LBE	SLB	SLBR	COMMENTS:
Company: Dan Electric				1
Address: 2990 Teagarden Street				2
City/State: San Leandro, CA				3
Phone: 510.351.7100				4
Company: Ho's Electric		50.73%		1
Address: 2325 MacArthur Blvd				2
City/State: Oakland, CA				3
Phone: 510-351-7100				4
Company:				1
Address:				2
City/State:				3
Phone:				4
TOTAL PARTICIPATION	0.00%	50.73%	0.00%	50.73%



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Strawn Construction**

Project: Bella Vista ES Fire Intrusion Alarm

Project #: 07125

Estimate: \$620,000

Date: Tuesday, March 17, 2015

Time: 2:00 pm

Project Mgr: Rocky Borton

Architect: AON Fire Protection

Based Bid		\$	698,154.60	
Verified Local Business Participation	0.0%	\$	-	
Based Bid W/ LBP Discount		\$	698,154.60	NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
Company: Strawn Construction				1
Address: 1140 Pedro St. Ste #1				2
City/State: San Jose, CA				3
Phone: (408) 286-1299				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
TOTAL PARTICIPATION	0.00%	0.00%	0.00%	0.00%

APPROVAL- LBU Compliance Officer

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.



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

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

Dated this 17th day of March 2015

Name of Bidder Del Monte Electric Co., Inc.

Type of Organization Corporation

Signed by [Signature], John Hunter

Title of Signer President

Address of Bidder 6998 Sierra Ct. Dublin, CA 94568

Taxpayer's Identification No. of Bidder 94-1351756

Telephone Number (925) 829-6000

Fax Number (925) 829-6033

E-mail jhunter@delmonteelectric.com Web page www.delmonteelectric.com

Contractor's License No(s): No.: 161955 Class: C 10 Expiration Date: 03/31/2016

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Del Monte Electric Co., Inc.

President: John Hunter

Secretary: Cynthia Hunter

Treasurer: John Hunter

Manager: Scott Mullins

END OF DOCUMENT



[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

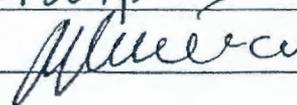
[ADD DESCRIPTION] Additive/Deductive:

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the Intent of the Contract Documents.
3. 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.
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5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

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

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

Dated this 17th day of March 20 15
Name of Bidder Dan Electric
Type of Organization Sole proprietorship
Signed by Rayo Michovich, 
Title of Signer Owner
Address of Bidder 2990 Teagarden St. San Leandro CA 94577
Taxpayer's Identification No. of Bidder 94-3385682
Telephone Number 510 351 7100
Fax Number 510 351 3200
E-mail danelectric@comcast.net Web page _____

Contractor's License No(s):
No.: 786781 Class: A Expiration Date: 10-31-16
No.: 786781 Class: B Expiration Date: 10-31-16
No.: 786781 Class: C-10 Expiration Date: 10-31-16

If Bidder is a corporation, provide the following:
Name of Corporation: _____
President: _____
Secretary: _____
Treasurer: _____
Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *DAD Electric*
 Project: *Bella Vista ES Fire and Intrusion Alarm Replacement*
 Project #: *07125*
 Estimate:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ <i>683,000</i>	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid				
PRIME Company: <i>Dan Electric</i> Address: <i>2990 Teagarden St</i> City/State: <i>San Leandro CA</i> Phone: <i>510 351 7100</i>	\$ <i>346,500</i>	<i>/</i>	<i>/</i>	<i>/</i>	<i>/</i>
Company: <i>Ho's Electric</i> Address: <i>2325 MACARTHUR BLVD.</i> City/State: <i>Oakland, CA</i> Phone: <i>510 351 7100</i>	\$ <i>346,500</i>		<i>100</i>		<i>6336</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$ <i>0.00</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>

APPROVAL- LBU Compliance Officer

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

BID FORM

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

From: STRAWN CONSTRUCTION INC.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 07125

PROJECT: Bella Vista Elementary School Fire and Intrusion Alarm System Replacement

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

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

<u>SIX HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS</u> Dollars \$ <u>698,154.60</u>
BASE BID Amount
Fifteen Thousand \$15,000.00
Contingency Allowance Amount

<u>SEVEN HUNDRED THIRTEEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS</u> dollars \$ <u>713,154.60</u>
TOTAL BID Amount

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Additive/Deductive Alternates:

Alternate #1

<u>N/A</u> dollars \$ <u>N/A</u>

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 07125
February 18, 2015

BID FORM
DOCUMENT 00 41 13-1

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/12/15</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. 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.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.

OAKLAND UNIFIED SCHOOL DISTRICT
 Bella Vista Elementary School
 Fire and Intrusion Alarm System Replacement
 Project No. 07125
 February 18, 2015

BID FORM
 DOCUMENT 00 41 13-3

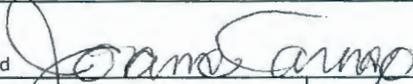
Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Bella Vista Elementary School
 Project: Fire Intrusion Alarm
 Project #: 07125
 Estimate: \$621,000

Date: Tuesday, March 17, 2015
 Time: 2:00 PM
 Project Mgr: Rocky Borton
 Architect: AON Fire Protection

Signature of Witness to Bid



Signature of Bid Opener



Company:	Del Monte Electric, Inc	Base Bid:	\$669,000.00	Required Day of Bid:	
Address:	6998 Sierra Ct.	Allowance:	\$ 15,000.00	Signed Bid Form	X
City/State:	Dublin, CA	TOTAL:	\$ 684,000.00	Addendum Acknow.	X
Phone:	925-829-6000	Alternates:		Bid Bond	X
Fax:	925-829-6033			Non-Collusion	X
				Iran Contracting Certificatoin	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:46 PM	3/17/2015	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	3/17/2015	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Dan Electric, Inc	Base Bid:	\$683,000.00	Required Day of Bid:	
Address:	2990 Teagrden Street	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	San Leandro, CA	TOTAL:	\$698,000.00	Addendum Acknow.	X
Phone:	510-351-7100	Alternates:		Bid Bond	X
Fax:	510-351-3200			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:45 PM	3/17/2015	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15pm	3/17/2015	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Strawn Construction, Inc	Base Bid:	\$698,154.60	Required Day of Bid:	
Address:	1140 Pedro Street Ste 1	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	San Jose, Ca	TOTAL:	\$713,154.60	Addendum Acknow.	X
Phone:	408-286-1299	Alternates:		Bid Bond	X
Fax:	408-286-1288			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:22 PM	3/17/2015	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	3/17/2015	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

DOCUMENT 00 41 13

BID FORM

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

From: Del Monte Electric Co., Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 07125**

PROJECT: Bella Vista Elementary School Fire and Intrusion Alarm System Replacement

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

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

Six hundred sixty-nine thousand _____ Dollars	\$ <u>669,000.00</u>
BASE BID Amount	
Fifteen Thousand _____	\$15,000.00
Contingency Allowance Amount	

Six hundred eighty-four thousand _____ dollars	\$ <u>684,000.00</u>
TOTAL BID Amount	

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Additive/Deductive Alternates:

Alternate #1

	dollars	\$ <u>N/A</u>
--	---------	---------------

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.



- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>03/12/15</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. 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.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.



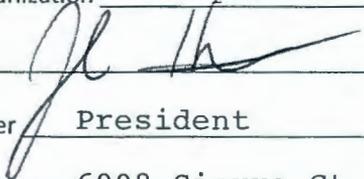
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim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

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

Dated this 17th day of March 2015

Name of Bidder Del Monte Electric Co., Inc.

Type of Organization Corporation

Signed by , John Hunter

Title of Signer President

Address of Bidder 6998 Sierra Ct. Dublin, CA 94568

Taxpayer's Identification No. of Bidder 94-1351756

Telephone Number (925) 829-6000

Fax Number (925) 829-6033

E-mail jhunter@delmontelectric.com Web page www.delmontelectric.com

Contractor's License No(s): No.: 161955 Class: C 10 Expiration Date: 03/31/2016

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Del Monte Electric Co., Inc.

President: John Hunter

Secretary: Cynthia Hunter

Treasurer: John Hunter

Manager: Scott Mullins

END OF DOCUMENT



BID FORM

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

From: Dan Electric
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 07125**

PROJECT: Bella Vista Elementary School Fire and Intrusion Alarm System Replacement

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

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

Six Hundred Eighty Three ^{thousand} and ^{00/100}	Dollars	\$ 683,000
BASE BID Amount		
Fifteen Thousand		\$15,000.00
Contingency Allowance Amount		

Six Hundred Ninety Eight Thousand and ^{00/100} dollars	\$ 698,000
TOTAL BID Amount	

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/12/15</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.
- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. 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.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.

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

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

Dated this 17th day of March 20 15
Name of Bidder Dan Electric
Type of Organization Sole proprietorship
Signed by Rayo Michovich, [Signature]
Title of Signer Owner
Address of Bidder 2990 Teagarden St. San Leandro CA 94577
Taxpayer's Identification No. of Bidder 94-3385682
Telephone Number 510 351 7100
Fax Number 510 351 3200
E-mail danelectric@comcast.net Web page _____

Contractor's License No(s):
No.: 786781 Class: A Expiration Date: 10-31-16
No.: 786781 Class: B Expiration Date: 10-31-16
No.: 786781 Class: C-10 Expiration Date: 10-31-16

If Bidder is a corporation, provide the following:

Name of Corporation: _____
President: _____
Secretary: _____
Treasurer: _____
Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: DEL MONTE ELECTRIC
 Project: BELLA VISTA FIRE + INTRUSION
 Project #: 07125
 Estimate:

Bid Opening Date: 3/17/15
 Time: 2:00 PM
 Project Mgr: ROCKY BORTON
 Architect: AON FIRE PROTECTION

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: DEL MONTE ELECT. Address: 6998 SIERRA CT. City/State: DUBLIN, CA Phone: 925-829-6000	\$ 267,000	—	—	—	N/A
Company: DIGITAL DESIGN COMM. Address: 8135 CAPWELL DR. City/State: OAKLAND, CA Phone: 510-632-0650	\$ 362,000	—	—	100	6006
Company: EMPEROR SUPPLY Address: 119 10 TH ST. City/State: OAKLAND, CA Phone: 510-251-1234	\$ 40,000	—	100	—	107544
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL- LBU Compliance Officer

669,000 6 54 60%

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *DAN Electric*
 Project: *Bella Vista ES Fire and Intrusion Alarm Replacement*
 Project #: *07125*
 Estimate:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$ <i>683,000</i>	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <i>Dan Electric</i> Address: <i>2990 Teagarden St</i> City/State: <i>San Leandro CA</i> Phone: <i>510 351 7100</i>	\$ <i>346,500</i>	<i>/</i>	<i>/</i>	<i>/</i>	<i>/</i>
Company: <i>Ho's Electric</i> Address: <i>2325 MACARTHUR BLVD.</i> City/State: <i>Oakland, CA</i> Phone: <i>510 351 7100</i>	\$ <i>346,500</i>		<i>100</i>		<i>6336</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$ 0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

City Administrator's Office, Contracts and Compliance Division

Very Small Local Business Enterprise

Presented to:

HO'S ELECTRIC COMPANY

Services Provided:

238210 Electrical Contractors

238990 All Other Specialty Trade Contractors



6336

31-Jul-16

Certification Number

Expiration Date

Shelley Darenburg

07-25-14

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND

BID FORM

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

From: STRAWN CONSTRUCTION INC.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 07125

PROJECT: Bella Vista Elementary School Fire and Intrusion Alarm System Replacement

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

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

SIX HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS BASE BID Amount	Dollars \$ <u>698,154.60</u>
Fifteen Thousand Contingency Allowance Amount	\$15,000.00

SEVEN HUNDRED THIRTEEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS TOTAL BID Amount	dollars \$ <u>713,154.60</u>
--	------------------------------

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Additive/Deductive Alternates:

Alternate #1

N/A	dollars \$ <u>N/A</u>
-----	-----------------------

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 07125
February 18, 2015

BID FORM
DOCUMENT 00 41 13-1

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

N/A dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

N/A dollars \$ N/A

[ADD DESCRIPTION] Additive/Deductive:

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 07125
February 18, 2015

BID FORM
DOCUMENT 00 41 13-2

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/12/15</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
No. <u>N/A</u> , Dated <u>N/A</u>	No. <u>N/A</u> , Dated <u>N/A</u>
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. 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.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. 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.

OAKLAND UNIFIED SCHOOL DISTRICT
 Bella Vista Elementary School
 Fire and Intrusion Alarm System Replacement
 Project No. 07125
 February 18, 2015

BID FORM
 DOCUMENT 00 41 13-3

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

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

Dated this 17TH day of MARCH 20 15
Name of Bidder STRAWN CONSTRUCTION
Type of Organization CORPORATION
Signed by RANDALL STRAWN 
Title of Signer PRESIDENT + SECRETARY
Address of Bidder 1140 PEDRO ST. SUITE #1; SAN JOSE, CA 95126
Taxpayer's Identification No. of Bidder 77-0537251
Telephone Number (408) 286-1299
Fax Number (408) 286-1288
E-mail ESTIMATING@SCMDINC.COM Web page WWW.SCMDINC.COM
Contractor's License No(s): No.: 927288 Class: B Expiration Date: 1/31/17
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: STRAWN CONSTRUCTION INC.
President: RANDALL STRAWN
Secretary: RANDALL STRAWN
Treasurer: N/A
Manager: N/A

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Bella Vista Elementary School
Fire and Intrusion Alarm System Replacement
Project No. 07125
February 18, 2015

BID FORM
DOCUMENT 00 41 13-4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2015

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

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

CERTIFICATE HOLDING
2015 APR 13 10 12 29

PRODUCER CA LIC 0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [San Ramon Branch] P. O. Box 5003 San Ramon, CA 94583 INSURED Del Monte Electric Co. Inc. 6998 Sierra Court Dublin, CA 94568	CONTACT NAME: Edgewood Partners Insurance Center PHONE (A/C, No, Ext): (925) 244-7700 FAX (A/C, No): (925) 901-0671 E-MAIL ADDRESS: EPICcerts@edgewoodins.com <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td style="text-align: right;">20508</td> </tr> <tr> <td>INSURER B: ST PAUL FIRE & MARINE INS CO</td> <td style="text-align: right;">24767</td> </tr> <tr> <td>INSURER C: PACIFIC COMPENSATION INS CO</td> <td style="text-align: right;">11555</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VALLEY FORGE INS CO	20508	INSURER B: ST PAUL FIRE & MARINE INS CO	24767	INSURER C: PACIFIC COMPENSATION INS CO	11555	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 43436788** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC		5095090119	10/01/14	10/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		5095764043	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		ZUP15R4784414NF	10/01/14	10/01/15	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WA00042801	10/01/14	10/01/15	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		5095764057	10/01/14	10/01/15	\$500K LMT/ 2.5KDED
A	Rented/Leased Equipment		5095764057	10/01/14	10/01/15	\$150K LMT/\$1K DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 #2001 / Client #07125 / RE: Bella Vista ES Fire Intrusion Alarm /
 ADDITIONAL INSURED: Oakland Unified School District, its trustees, employees and agents; the State of California; SGI Construction Management; Rocky Borton, Project Manager; Project Inspector(s) and Architect(s)

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

DATE
03/31/2015

NAME OF INSURED: Del Monte Electric Co. Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:



POLICY NUMBER 5095764043

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

SCHEDULE

Name of Person or Organization: As required by "written contract".

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

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

P52600226002
2014/01/29/28

ENV 416 6 OF 7 B



POLICY NUMBER 5095764043

**COMMERCIAL AUTO
CA 20 48 02 99**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/01/2014

SCHEDULE

Name of Person(s) or Organization(s):
As required by "written contract".

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



POLICY NUMBER 5095090119

CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

SCHEDULE

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds Seven additional insured extensions.
2. Bodily Injury – Expanded Definition
3. Broad Knowledge of Occurrence/ Notice of Occurrence
4. Broad Named Insured
5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" Limit: \$100,000.
6. Contractual Liability – Railroads Expanded definition of "insured contract."
7. Contractual Liability For Personal And Advertising Injury
8. Electronic Data Liability Loss of Electronic Data Limit: \$100,000.
9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation
10. Expected Or Intended Injury Reasonable force – "bodily injury" or "property damage."
11. General Aggregate Limits of Insurance - Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies Coverage for your interest in such terminated or ended organizations.
15. Legal Liability/Alienated Premises/Borrowed Equipment Coverage Extended perils. Default limit increased to \$500,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
16. Liberalization Clause
17. Liquor Liability Coverage Extension
18. Medical Payments Limits increased to \$15,000. Reporting increased to three years from the date of accident.
19. Non-owned Aircraft Coverage
20. Non-owned Watercraft Increased to 75 feet.
21. Primary And Non-Contributory To Other Insurance
22. Property Damage - Elevators
23. Supplementary Payments Cost of bail bonds increased to \$5,000. Daily loss of earnings increased to \$1,000.
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation - Blanket Waiver of subrogation where required by written contract or written agreement.
26. Wrap-Up Extension



5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of
- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.
- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:
An additional insured under this endorsement will as soon as practicable:
 - (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
 - (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
 - (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
 - (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit"
- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:
- "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
1. Is currently in effect or becomes effective during the term of this policy; and
 2. Was executed prior to:
 - a. The "bodily injury" or "property damage", or
 - b. The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due (minimum \$100).

Schedule

Person or Organization	Job Description
Any person or organization for whom the named insured is required under written contract to furnish this waiver	RE: All California Operations

This endorsement changes the policy to which it is attached and is effective on the policy effective date unless otherwise stated.

This endorsement, effective on 10-01-14 at 12:01 A.M. standard time, forms a part of

Policy Number WA -000428-01 of the Pacific Compensation Insurance Company

Policy Effective Date 10-01-14 to 10-01-15 NCCI Carrier Code 11555

Insured Name Del Monte Electric Co., Inc. Endorsement No. ISSUED 09/26/14 AT 03:08 PM BY SER

Premium \$

Countersigned at Agoura Hills, CA on By: James D. Frank Authorized Representative
1200-10-0060D
WC 99 03 15 (Ed 10 07)



For the purposes of this insurance "electronic data" is not tangible property

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision 8. **Electronic Data Liability** is part of and not in addition to, that higher limit.

9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION

- A. SECTION V – DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is

- (1) Not done intentionally by or at the direction of:
 - (a) The insured, or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

- B. Under SECTION I – COVERAGE B –PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. **Exclusions** is amended to add the following additional exclusions:

[This insurance does not apply to.]

Discrimination Relating To Room, Dwelling or Premises

"Personal or advertising injury" caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

10. EXPECTED OR INTENDED INJURY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions** is amended to delete exclusion a. **Expected or Intended Injury** and replace it with the following

[This insurance does not apply to:]

- a. **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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises you own or rent, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we will pay for the sum of:

- 1. All damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- 2. All medical expenses under Coverage C, that arise from "occurrences" or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project Aggregate Limit of any other construction project.

- B. All

- 1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
- 2. Damages under Coverage A, caused by "occurrences" which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project, will reduce the General Aggregate Limit shown in the Declarations

insured.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended such that exclusion k. **Damage to Your Product**, and subparagraph (3), (4) and (6) of exclusion j. **Damage to Property** do not apply "properly damage" that results from the use of elevators.
- B. With respect only to the coverage provided by this endorsement, **Condition 4 Other Insurance** in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):
4. **Other Insurance**
- b. **Excess Insurance**
- (1) This insurance is excess over:
- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis;
- (v) That is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

- A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$5,000;
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard "

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement.

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf; nor
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures "

B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. **Other Insurance**:

[This insurance is excess over:]

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance



AWARD OF BID ROUTING FORM

Project Information			
Project Name	Bella Vista Elementary School Fire Alarm	Site	102
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Del Monte Electric Company, Inc.	Agency's Contact	John Hunter
OUSD Vendor ID #	V051213	Title	Project Manager
Street Address	6998 Sierra Court	City	Dublin
Telephone	925-829-6000	State	CA
		Zip	94568
		Policy Expires	10-1-2015
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 #	07125		

Term			
Date Work Will Begin	5-27-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-28-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$684,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9399	Measure B	1029901890	6271	\$684,000.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
1.	Division Head	Phone	510-535-7038	Fax
	Director, Facilities			510-535-7082
	Signature	Date Approved	4/16/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	4-23-15	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	4/27/15	
4.	Chief Operations Officer			
	Signature	Date Approved	5/5/15	
5.	President, Board of Education			
	Signature	Date Approved		