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Enactment Date	6-8-2022 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
A Marc White, Director of Buildings and Grounds Department

Board Meeting Date June 8, 2022

Subject Agreement Between Owner and Contractor - Competitively Bid – Golden Bay Fence Plus Iron Works, Inc. - 900 High Street Rolling Gate Repair Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Golden Bay Fence Plus Iron Works, Inc.**, Oakland, California, for the latter to furnish and install 65’ of new 8’ tall 1” mesh galvanized fence, including 1 each 20” opening rolling gate with concrete grade beam and commercial 1 HP gate operator system. Includes access key pad on gooseneck pedestal with 2 each yellow bumper posts from either approach side, and includes safety loop and exit loop. Fence to have 10’ to 24” outrigger mesh to prevent roof accessibility for the **900 High Street Rolling Gate Repair Project**, in the amount of **\$84,849.00**, which includes a contingency allowance of **\$8,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 9, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **September 6, 2022**.

Discussion Contractor was selected through informal UPCCAA competitive bidding. (Public Contract Code §22034(a).

LBP (Local Business Participation Percentage) waived

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Golden Bay Fence Plus Iron Works, Inc.**, Oakland, California, for the latter to furnish and install 65’ of new 8’ tall 1” mesh galvanized fence, including 1 each 20” opening rolling gate with concrete grade beam and commercial 1 HP gate operator system. Includes access key pad on gooseneck pedestal with 2 each yellow bumper posts from either approach side, and includes safety loop and exit loop. Fence to have 10’ to 24” outrigger mesh to prevent roof accessibility for the **900 High Street Rolling Gate Repair Project**, in the amount of **\$84,849.00**, which includes a contingency allowance of **\$8,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 9, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **September 6, 2022**.

Fiscal Impact

Routine Restriction Maintenance Account General Funds

Attachments

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents
- Insurance Certificate
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 22-1239

Department: Facilities Planning and Management

Vendor Name: Golden Bay Fence Plus Iron Works, Inc.

Project Name: 900 High Street Rolling Gate Repair Project

Project No.: 31203

Contract Term: Intended Start: 6-9-2022

Intended End: 9-6-2022

Total Cost Over Contract Term: \$84,849.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Golden Bay Fence Plus Iron Works, Inc. was selected by the District as the lowest responsible and responsive bid.

Summarize the services or supplies this contractor or vendor will be providing.

Golden Bay Fence Plus Iron Works, Inc., will furnish and install 65' of new 8' tall 1" mesh galvanized fence, including 1 each 20" opening rolling gate with concrete grade beam and commercial 1 HP gate operator system. Includes access keypad on gooseneck pedestal with 2 each yellow bumper posts from either approach side and includes safety loop and exit loop. Fence to have 10' to 24" outrigger mesh to prevent roof accessibility for 900 High Street Rolling Gate Repair.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty rectangular box for answer]

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective June 9, 2022, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and GOLDEN BAY FENCE PLUS IRON WORKS, INC. hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Rolling Gate Repair 900 High Street Project, **900 High Street, Oakland, CA. 94601,**

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, CA 94601, T: 510-436-7815.

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the Bid

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be Ninety (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on June 9, 2022, in which case the

deadline for Completion would be September 6, 2022.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500,00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors

on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **EIGHTY-FOUR THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS NO/100 (\$84,849.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance also known as a contingency allowance) of **EIGHT THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$8,500.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension

or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or

portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily

injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

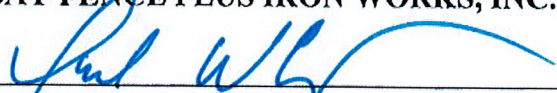
ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

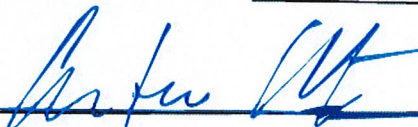
CONTRACTOR:
GOLDEN BAY FENCE PLUS IRON WORKS, INC.

Signature: 

Name: Paul W Chavez

Date: 5/4/2022

(Chairman, Pres., or Vice-Pres. President)


Signature 

Name: Arturo Huerta

Date: 5/11/2022


(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) CFO

OAKLAND UNIFIED SCHOOL DISTRICT


Gary Yee, President, Board of Education

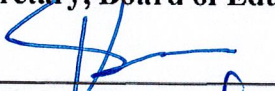
6-9-2022

Date


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

6-9-2022

Date


Marc White, Director, for
Buildings & Grounds Department

5/17/2022

Date

Approved As To Form:


OUSD Facilities Legal Counsel

5/17/22

Date

6649056
CALIFORNIA CONTRACTOR'S
LICENSE NO.

2/28/2023
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

DOCUMENT 00 61 01
PAYMENT BOND
(Labor and Material)

Bond Number: 7668281

Premium Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Golden Bay Fence Plus Iron Works, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the 900 High Street Rolling Gate Project (the "Contract"), The Scope of work consists of but is not limited to furnish and install 65' of new 8' tall 1" mesh galvanized fence, including 1 ea. 20' opening rolling gate with concrete grade beam and commercial 1 HP gate operator system. Includes access key pad on gooseneck pedestal with 2 ea. yellow bumper posts from either approach side. Includes safety loop and exit loop. Fence to have 10' of 24" outrigger mesh to prevent roof accessibility.

which said agreement dated June 9, 2022, and all of the Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Fidelity and Deposit Company of Maryland ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Eighty Four Thousand Eight Hundred Forty Nine and No/100 Dollars (\$ 84,849.00) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety

will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 2nd day of May, 2022.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Golden Bay Fence Plus Iron Works, Inc.

Principal

Fidelity and Deposit Company of Maryland

Surety

By:

Attorney-in-Fact . Chelsea Arnold

The above bond is accepted and approved this _____ day of _____.

ACKNOWLEDGMENT

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

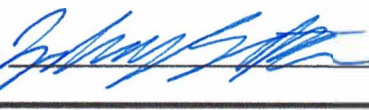
State of California
County of Sacramento)

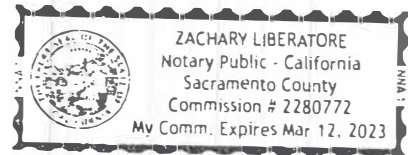
On MAY 02 2022 before me, Zachary Liberatore, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shauna ROZELLE OSTROM, Benjamin WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R. NAPPI of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of April, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SAN JOAQUIN)

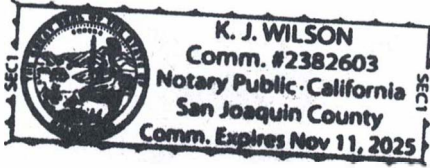
On 03 MAY 2022 before me, K.J. WILSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAUL W. CHAVEZ
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 *[Handwritten Signature]*
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 00
PERFORMANCE BOND

Bond Number: 7668281

Premium: \$1,232.00

Golden Bay Fence

KNOW ALL MEN BY THESE PRESENTS that we Plus Iron Works, Inc., as
Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of _____ Dollars (\$ 84,849.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 9, 2022, for construction of

*Eighty Four Thousand Eight Hundred Forty Nine and No/100

the 900 High Street Rolling Gate Repair Project (the "Contract"), The Scope of work consists of but is not limited to furnish and install 65' of new 8' tall 1" mesh galvanized fence, including 1 ea. 20' opening rolling gate with concrete grade beam and commercial 1 HP gate operator system. Includes access key pad on gooseneck pedestal with 2 ea. yellow bumper posts from either approach side. Includes safety loop and exit loop. Fence to have 10' of 24" outrigger mesh to prevent roof accessibility.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

OAKLAND UNIFIED SCHOOL DISTRICT
900 High Street
Rolling Gate Repair
Project No.: 31203

PERFORMANCE BOND
DOCUMENT 00 61 00 -1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 2nd day of May, 2022, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

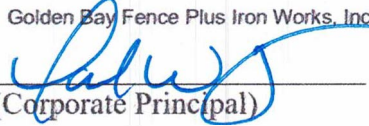
(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Golden Bay Fence Plus Iron Works, Inc.



(Corporate Principal)

4104 South B Street, Stockton, CA 95206

(Business Address)

Fidelity and Deposit Company of Maryland

(Corporate Surety)

525 Market Street, Suite 2900, San Francisco, CA 94105

(Business Address)

By: 

Chelsea Arnold, Attorney-in-Fact

The rate of premium on this bond is \$14.52 per thousand.

The total amount of premium charged is \$ 1232.00.

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On MAY 02 2022 before me, Zachary Liberatore, Notary Public
(insert name and title of the officer)

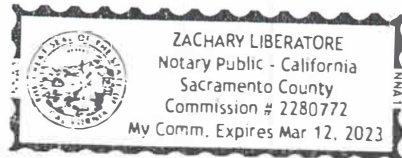
personally appeared Chelsea Arnold,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shauna ROZELLE OSTROM, Benjamin WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R. NAPPI of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMP. NY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of April, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of SAN JOAQUIN)

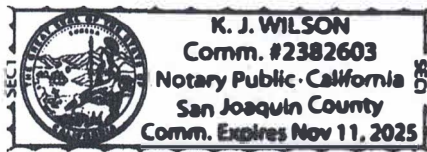
On 03 MAY 2022 before me, K.J. WILSON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared PAUL W. CHAVEZ
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 [Handwritten Signature]
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: _____



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 4, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Availability Analysis – 900 High Street Rolling Gate

Project No. 31203

As required by the Oakland Unified School District's Local Business Policy, a review of the approved certifying agencies local business databases was conducted to identify potential certified firms for this project.

Note: In accordance with Section 3300 of the California Public Contract Code, each bidder for this specific project shall have a Class C-13 Contractor's license.

Analysis Results:

- 6 Licensed C-13 Fencing Contractors located in the City of Oakland
 - LBE (or equivalent) - 2
 - SLBE (or equivalent) - 0

Based on the lack of available Local and Small Local certified firms it is recommended to waive the entire Local Business Policy requirement for the above referenced project.

Cc: Kenya Chatman

Tadashi Nakadegawa

Document 00 31 00

**OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601**

BIDS MUST BE SEALED AND SUBMITTED TO:

**FRONT DESK
955 HIGH STREET
OAKLAND, CA 94601**

THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

PLEASE NOTE: DUE TO COVID 19, BIDS WILL NOT BE OPENED IN PUBLIC. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

THANK YOU IN ADVANCE FOR YOUR PATIENCE AND COOPERATION.

Bid for: 900 High Street Rolling Gate Repair Project

Project No.: 31203

**Bidder: Golden Bay Fence Plus Iron Works, Inc.
4104 S. B Street Stockton CA 95206**
Please print full (Company Name, Address)

209-944-9754 209-944-5812

Please provide both: (Phone, Fax)

Bids are due: Wednesday, April 13, 2022 at 2:30 p.m.
(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning & Management
955 High Street,
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of Golden Bay Fence Plus Iron Works, Inc. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **900 High Street Rolling Gate Project, 900 High Street, Oakland, California, 94601 (the "Contract"), Project No. 31203**

The Contract Documents were prepared by OUSD.

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

Seventy Six Thousand, Three Hundred and Forty Nine <i>Base Bid Amount</i>	<i>Dollars</i>	\$ <u>76,349.00</u>
<i>Eight Thousand Five Hundred</i> <i>Contingency Allowance</i>	<i>Dollars</i>	\$ <u>8,500.00</u>
Eighty Four Thousand Eight Hundred and Forty Nine <i>Total Bid Amount</i>	<i>Dollars</i>	\$ <u>84,849.00</u>
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
900 High Street Rolling Gate Repair Project No.: 31203	DOCUMENT 00 31 01 -1

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Eight thousand five hundred dollars (\$8,500.00)**

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
Golden Bay Fence Plus Iron Works, Inc.
4104 S. B Street Stockton CA 95206 Fax: 209-944-5821

Our Public Liability and Property Damage Insurance is placed with:
The Travelers Indemnity Company of Connecticut

Our Workers' Compensation Insurance is placed with:
Travelers Property Casualty Company of America

ISR52639412

OAKLAND UNIFIED SCHOOL DISTRICT 900 High Street Rolling Gate Repair Project No.: 31203	BID FORM DOCUMENT 00 31 01 -2
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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 04/4/22 Addendum No. 4 Date 4/12/22
Addendum No. 2 Date 04/8/22 Addendum No. Date
Addendum No. 3 Date 4/12/22 Addendum No. Date

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

{SR526394}3

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
900 High Street	DOCUMENT 00 31 01 -3
Rolling Gate Repair	
Project No.: 31203	

Print or Type Name: Paul W. Chavez

Title: President

Signature: 

Name of Company as Licensed in California: Golden Bay Fence Plus Iron Works, Inc.

Business Address: 4104 S. B Street Stockton CA 95206

Telephone Number: 209-944-9754

California Contractor License No.: 664905

Class and Expiration Date: A, B, C10, C13, C23 02/28/23

Public Works Contractor Registration No.: 1000000720

State of Incorporation, if Applicable: California

Signature: 

Arturo Huerta, Sect.

{SR526394}4

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
900 High Street	DOCUMENT 00 31 01 -4
Rolling Gate Repair	
Project No.: 31203	

Golden Bay Fence plus Iron Works, Inc.

3023 E. Myrtle Street

Stockton, CA 95205

Ph: 209.944.9754 ~ Fax: 209.944.9852 ~ Email: fchavez_gbf@yahoo.com

Golden Bay Fence plus Iron Works, Inc.

Wednesday, May 19, 2006

Special Board Meeting

Minutes

Officers/Board Members Present: Floyd Chavez, President

Staff Present: Paul Chavez, General Superintendent & Sales Manager
Sandi Chavez, Office Manager

10:00 a.m. President Floyd Chavez called the meeting for Corporate Resolution to authorize Floyd Chavez and/or Paul Chavez to sign bids, bonds and/or contracts in the name and on behalf of Golden Bay Fence plus Iron Works, Inc.

10:15 a.m. President Chavez thanked his staff for being present and adjourned the meeting.


Floyd Chavez, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin } ss.

On 5/22/06 before me, Emma Villar Aguilar, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Floyd Chavez
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is 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.



Place Notary Seal Above

WITNESS my hand and official seal

Emma Villar Aguilar
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Resolution Contract Signing

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

BID BOND
DOCUMENT 00 40 00

Bond Number: CSBA-20462

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Golden Bay Fence Plus Iron Works, Inc. as Principal and
Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Amount Bid Dollars (\$ 10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Project No. 31203 in
strict accordance with Contract Documents. 900 High Street Rolling Gate
900 High Street, CA 94601

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

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

{SR5}63551

OAKLAND UNIFIED SCHOOL DISTRICT	BID BOND
900 High Street	DOCUMENT 00 40 00 -1
Rolling Gate Repair	
Project No.: 31203	

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 8th day of April, 2022, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Golden Bay Fence Plus Iron Works, Inc.
(Principal)

4104 S. B Street, Stockton, CA 95206
(Business Address)


Fidelity and Deposit Company of Maryland
(Corporate Surety)

525 Market St., Suite 2900, San Francisco, CA 94105
(Business Address)

By: 
Chelsea Arnold, Attorney-in-Fact

The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

(SR526355)2	
OAKLAND UNIFIED SCHOOL DISTRICT 900 High Street Rolling Gate Repair Project No.: 31203	BID BOND DOCUMENT 00 40 00 -2

CALIFORNIA 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 Sacramento }

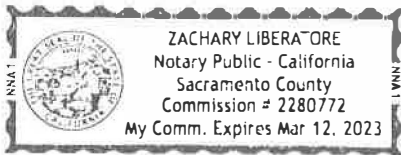
On APR 09 2022 before me, Zachary Liberatore, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chelsea Arnold
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

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: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Ben WOLFE, Chelsea ARNOLD, Ben STONG, Michael D. STONG, R.NAPPI of **Orange, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 08th day of April, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 08th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

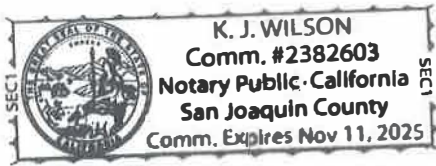
State of California)
County of SAN JOAQUIN)

On 12 APRIL 2022 before me, K.J. WILSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared PAUL W. CHAVEZ
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 *[Handwritten Signature]*
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: BID BOND NO CSBA-20462
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: PAUL W. CHAVEZ
 Corporate Officer — Title(s): PRESIDENT
 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: _____

DESIGNATION OF SUBCONTRACTORS
DOCUMENT NO 00 40 01

PROJECT: 900 High Street Rolling Gate Repair (Project Name)

PROJECT NO: 31203 BIDDER'S NAME Golden Bay Fence Plus Iron Works, Inc.

DIR 10 Digit Registration No: 1000000720

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.


For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the

OAKLAND UNIFIED SCHOOL DISTRICT	DESIGNATED SUBCONTRACTORS LIST
900 High Street Rolling Gate Repair Project No.: 31203	DOCUMENT 00 40 01 -1

None					

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 19, 2020, at Stockton [city], California [state].

Signature: 

Print Name: Paul W. Chavez

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT	DESIGNATED SUBCONTRACTORS LIST
900 High Street Rolling Gate Repair Project No.: 31203	DOCUMENT 00 40 01-3

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: 900 High Street Rolling Gate Repair Project

The undersigned declares:

I am the President of Golden Bay Fence Plus Iron Works, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 19, 2022, at Stockton [city], CA [state].



Signature

Paul W. Chavez

Print Name

SUFFICIENT FUNDS DECLARATION

**(Labor Code section 2810)
DOCUMENT 00 11 13**

Owner: Oakland Unified School District
Contract: 900 High Street Rolling Gate Repair Project
Project No: 31203

I, Paul W. Chavez, declare that I am the President
[insert title] of Golden Bay Fence Plus Iron Works, Inc., the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Golden Bay Fence Plus Iron Works, Inc. [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that Golden Bay Fence Plus Iron Works, Inc. [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 19th 2022 at Stockton [city],
California [state].

Date: 04/19/22


Signature
Print Name: Paul W. Chavez
Print Title: President

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

FOR CONSTRUCTION CONTRACTS

DOCUMENT 00 43 00

(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner’s approval, for surveillance of your employees by Owner’s personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

[NOTE TO OWNER: Most projects create more than “limited contact” with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An “emergency or exceptional”

OAKLAND UNIFIED SCHOOL DISTRICT	FINGERPRINTING NOTICE & ACKNOWLEDGING
900 High Street Rolling Gate Repair Project No.: 31203	DOCUMENT 00 43 00 -1

situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 4/19/22


Signature

Name: Paul W. Chavez

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT 900 High Street Rolling Gate Repair Project No.: 31203	FINGERPRINTING NOTICE & ACKNOWLEDGING DOCUMENT 00 43 00 -2
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QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE

DOCUMENT 00 21 00

The 900 High Street Rolling Gate Repair Project Contract for the Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.) N/A

2. Identify all public works contracts on which you have performed work over the last 5 years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here): **See Attached**

- a. The public agency owner, its design professional, and its construction manager.
- b. The contact persons at the owner, the design professional, and the construction manager.
- c. The name of project.
- d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
- e. The date of the owner's award of the contract to you.
- f. The original scope of work in the contract.
- g. The original contract price.
- h. The original contract time for performance.
- i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
- j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
- k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
- l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and the each basis for the withholding.
- m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

OAKLAND UNIFIED SCHOOL DISTRICT

900 High Street
Rolling Gate Repair
Project No.: 31203

**QUESTIONNAIRE REGARDING
QUALIFICATIONS
DOCUMENT 00 21 00-1**

n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration. NONE

o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations. NONE

p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments. NONE

3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract: NONE

a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.

b. All reasons for the delay in completion, including delay for which you were responsible.

4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract: NONE

a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.

b. A copy of each CWPA and DCP.

c. Reasons for the issuance of each CWPA and DCP.

5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:

a. C36 – Plumbing License N/A

b.

6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned, including the following information for each such contract:

a. C36 - Plumbing N/A

b.

7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one of its representatives for the contract is contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract: N/A

OAKLAND UNIFIED SCHOOL DISTRICT

900 High Street
Rolling Gate Repair
Project No.: 31203

**QUESTIONNAIRE REGARDING
QUALIFICATIONS
DOCUMENT 00 21 00-2**

a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner. N/A

b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.

c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract. N/A

OAKLAND UNIFIED SCHOOL DISTRICT

900 High Street
Rolling Gate Repair
Project No.: 31203

**QUESTIONNAIRE REGARDING
QUALIFICATIONS
DOCUMENT 00 21 00-3**

GOLDEN BAY FENCE *plus* IRON WORKS, INC.

4104 S. B Street
Stockton, California 95206
(209) 944-9754
FAX (209) 944-5812

Completed Jobs

Mt Diablo Unified School District – 21046 GC
2326 Bisso Lane Concord CA 94520
Contact: Dinah Baharin 925-825-7440 baharinr@mdusd.org
Job Name: Pleasant Hill Elementary
Job Location: 2097 Oak Park Blvd Pleasant Hill CA 94523
Job Description: New Perimeter Fencing of Chain Link and Iron Fence
Contract Amount: \$374,018.00 Contract Date: 03/25/21. Completion Date: 08/30/2021
No LD No Stop Notices No Lawsuits Filed

Contra Costa County – 21098 GC
40 Muir Rd 2nd Floor
Martinez, CA 94553
Contact: Keary Flagg 925-957-2497 carolyn.halstenson@pw.cccounty.us
Job Name: Bid # 2104-470 Fencing Replacement
Job Location: Contra Costa County SH Emergency Services
Job Site Address: 50 Glacier Drive Martinez CA 94553
Job Description: Furnish and Install Ameristar Fence, 15' DD Gate 4' Ped Gates and Hardware
Contract Amount\$ 199,688.00 Contract Date: 5/13/21. Completion Date: 12/6/21
No LD No Stop Notices No Lawsuits Filed

F&H Construction – 21064
1115 East Lockeford St Lodi CA 95240
Contact: Emiliano Ramirez eramirez@f-hconst.com 209-931-3738
Owner: Fairfield Suisun USD
2490 Hilbord Rd Fairfield CA 94535
Job Location: Sullivan Phase 1 Library Remodel & Parking Lot
Job Address: 2195 Union Ave Fairfield CA 94533
Job Description: Furnish and Install Ameristar Panels and Gates, and 1" Mesh CL and Double Drive Gate
Contra Contract: \$ 168,727.00. Contract Date: 05/6/21 Completion Date: 11/2021
No LD No Stop Notices No Lawsuits Filed

Landmark Construction – 19125
4312 Anthony Court Suite B
Rocklin CA 95677
Contact: Ryan Anderson ap@landmarkconst.net 916-663-1953
Owner: San Juan USD
5320 Hemlock Street Sacramento CA 95841
Job Location: Little John School 6838 Kermit Land Fair Oaks CA 95628
Job Description: Furnish and Install Black and GALV Chain Link Fence
Contract Date: 11/1/19 Start Date: 12/19. Completion: 7/20
Contract: \$ 60,225.00 C/O \$ 89,285.00 Total Contract \$149,510
No LD No Stop Notices No Lawsuits Filed

Silicon Valley Paving, Inc. -20034
P.O. Box 26558
San Jose CA 95159

Contact: Forest Williams forrest@svpinc.com 408-286-9101
Owner: Fairfield Suisun Unified School District
Address: 2490 Hilborn Rd Fairfield CA 94534
Job Name: Dover Academy Parking Lot
Job Location: 301 East Alaska Ave Fairfield CA
Job Description: Furnish and Install Chain Link Fence and Gates and Iron Panels and Gates
Contract Date: 04/29/20. Start Date:2020 Completion Date: 09/2020 Contract Amount \$ 190,874
No LD No Stop Notices No Lawsuits Filed

Bobo Construction - 19010
9722 Kent Street
Elk Grove CA 95624

Contact: Dalton Westerberg dwesterberg@boboconstructioninc.com 916-383-7777
Owner: Livermore Valley Joint Unified School District
Owner Address: 685 E Jack London Blvd Livermore CA 94551
Job Name: Granada High School Athletic & Pool Complex
Job Location: 400 Wall Street Livermore CA 94550
Job Description: Furnish and Install Chain Link and Gates
Contract Date: 10/31/18. Start Date: 01/18/19. Completion Date: 11/2020 Contract Amount \$ 156,314.00
No LD No Stop Notices No Lawsuits Filed

San Ramon Unified School District - 19019
3280 Crow Canyon Rd
San Ramon CA 94583

Contact: Michelle Sandusky msandusky@srvusd.net 925-552-5034
Job Name: Coyote Creek Elementary School
Job Location: 8700 N. Gateridge Rd San Ramon CA 94582
Job Description: Furnish and Install Black PVC Chain Link Fence and Gates
Contract Date: 02/25/19 Start Date: 03/22/2019. Completion Date: 05/22/2019 Contract Amount: \$40,595.94
No LD'S No Stop Notices. No Lawsuits Filed

Santa Clara Unified School District - 20067
1889 Lawrence Rd Santa Clara CA 95051

Contact: C.R Hodgson 408-206-2055 chodgson@scmdinc.com
Job Name: Upper Grade Playground Improvements **at Three** Schools
Hughes Elementary, Ponderosa Elementary, and Scott Elementary Schools
Various Locations
Job Description: Furnish and Install Chain Link and Ornamental Fencing
Contract Date: 06/11/2020. Start Date: 07/20. Completion Date: 08/20. Contract Amount \$ 636,657.00 C/O \$
No LD No Stop Notices No Lawsuits Filed

Santa Clara Unified School District - 20068
1889 Lawrence Rd Santa Clara CA 95051

Contact: C.R Hodgson 408-206-2055 chodgson@scmdinc.com
Job Name: Upper Grade Playground Improvements **at Four** Schools
Bowers Elementary, Sutter Elementary, Washington Elementary, and Montague Elementary Schools
Job Location: Various Locations
Job Description: Furnish and Install Chain Link and Ornamental Fencing
Contract Date: 06/11/2020. Start Date: 07/20. Completion Date: 08/20. Contract Amount \$ 846,559.00 C/O \$
No LD No Stop Notices No Lawsuits Filed

A.Teichert Construction - 20058

5200 Franklin Drive Suite 115

Pleasanton CA 94588

Owner: San Ramon Valley Unified School District

3280 Crow Canyon Rd, San Ramon CA 94583

Contact: Li Deleon 916-480-5568 ldelcon@teichert.com

Job Name: San Ramon High School Field Improvements

Job Location: 501 Danville Blvd Danville CA 94526

Job Description: Furnish and Install 8' Black Vinyl Chain Link 10' Black Vinyl Chain Link Gates and 34' Netting

Contract Date: 5/11/20 Start Date: 07/20 Completion Date: 2020 Contract Amount \$1,083,826.00 C/O \$

No LD No Stop Notices No Lawsuits Filed

West Valley Mission Community College District- 20046

14000 Fruitvale Ave Facility Building 1st Floor

Saratoga CA 95070

Contact: Sandy Lott 408-464-0644 Arias, Luis LArias@GilbaneCo.com

Job Name: WVC Softball Complex

Job Location: West Valley College Fruitvale Ave, Saratoga CA

Job Description: Furnish and Install Vinyl Coated Chain Link Fence and Gates

Contract Date: 03/20 Start Date: 2020. Completion Date: 2020 Contract Amount: \$ 293,913.00 C/O \$

No LD No Stop Notices, No Lawsuits Filed

Hayward Area Recreation and Park District – 20050 GC

1099 “E” Street Hayward CA 94541

Contact: Marvin Lee 510-453-9934 Marvin Yee veem@haywardrec.org

Job Name: TENNYSON PARK FENCE REPLACEMENT PROJECT (CIP No. 2-097.02A)

Job Location: 28377 Huntwood Ave Hayward CA 94544 Neighborhood Park

Job Description: Furnish and Install 900LF of 8’ HI Omega Max Fence

Contract Date: 05/19/20. Start Date: 06/2020. Completion Date: 2020. Contract Amount: \$ 190,876.00 C/O \$

No LD No Stop Notices No Lawsuits Filed

Balfour Beatty – 19109

2121 S El Camino Real Ste 100

San Mateo CA 94403

Contact: Jacob Munoz 650-282-8491 jmunoz@balfourbeattyus.com

Owner: Peninsula Corridor Joint PWRS

1250 San Carlos Ave, San Carlos CA 94070

Job Name: Peninsula JPB Right of way Segments Contract# 14-PCJPB-P-053

Job Location: Various Locations

Job Description: Furnish & Install Chain Link Fence, Gates, Non Conductive Fence with Barb Wire and Access Gates

Contract Date: 09/13/19 Start Date: 08/2020. Completion Date: 2020 Contract Amount \$718,893.45. C/O \$

No LD’S. No Stop Notices No Lawsuits Filed

Green Valley Landscape – 19118

3991 First Street Livermore CA 94551

Contact: Kim Henriksen – acs.construction@aol.com 925-243-1420

Owner: Mountain House Community Services Dist.

230 Sterling Dr #100 Tracy CA 95391

Job Name: Hansen Park Mountain House

Job Location: Hansen Park Tracy Neighborhood C

Job Description: Galvanized Chain Link Gates and Perpendicular Arch Backstop

Contract Date: 10/16/19. Start Date: Feb 2020. Completion Date: 2020. Contact Amount \$ 75,819

No LD’S. No Stop Notices No Lawsuits Filed

Griffith Company – 20009

12200 Bloomfield Ave

Santa Fe Springs CA 90670

Contact: Diann Senn 562-929-1128 dsenn@griffithcompany.net

Owner: City of Los Angeles World Airport

7301 World Way West 5th Floor Los Angeles CA 90045

Job Name: LAX SAAP Airport

Job Location: LAX Airport 7301 World Way West Los Angeles CA

Job Description: CEM-3101 Caltrans Bollards, Temp Fence Razor Ribbon Rolling Security Crash Gates Chain Link, Swing and Sliding Gates.

Contract Date: 03/12/20. Start Date: 08/2020. Completion Date: 2020. Contract Amount \$ 1,420,968.00

C/O \$84,427.00. Total: 2,175,356.00 No LD'S. No Stop Notices No Lawsuits Filed

Turner-Martin Harris – 19123

2901 S Las Vegas Blvd. Las Vegas NV 89109

Contact: Matt Scruggs 480-284-2044 mscruggs@turnermartinharris.com

Owner: Las Vegas Convention & Visitors

Job Name: Las Vegas Convention Center JV-CMAR

Job Address: 3150 Paradise Rd Las Vegas Nevada 89109

Job Description: K-Rated Bollards

Contract Date: 10/18/19. Start Date: 07/20. Completion Date: 11/20. Contract Amount \$3,607,432.00

No C/O No LD'S. No Stop Notices No Lawsuits Filed

Lathrop Construction – 19120

4001 Park Rd Benicia CA 94510

Contact Construction Manager: Matt O' Brien 707-746-8000. MOBrien@lathropconstruction.com

Owner: Carpenters Training

2350 Santa Rita Rd Pleasanton CA 94566

Job Name: Carpenters Training Facility

Job Location: 2350 Santa Rita Rd Pleasanton CA 94561

Job Description: Furnish and Install Black Vinyl Chain Link with BLACK Privacy Slats

Contract Date: 10/11/19. Start Date: 04/20. Completion Date: 4/20. Contract Amount \$ 25,827.00 C/O \$ 0

No LD'S No Stop Notices. No Lawsuits Filed

Talion Construction LLC – 20024

2140 Eastman Ave Ste 207

Ventura CA 93003

Contact: Maria Dozzetti 805-535-4490 Mdozzetti@talionconstruction.com

Owner: Department of Veteran Affairs

6150 Oak Tree Blvd Ste 300 Independence OH 44131

Job Name: San Francisco VA Renovate & Expand Locked PICU

Job Location: 4150 Clement St Bldg 203 San Francisco CA 94121

Job Description: K4/M30 Fixed Vehicle Bollards and K4/M30 Retractable Vehicle Bollards

Contract Date: 02/10/20. Start Date: 6/20. Completion Date: 2020. Contract Amount \$ 156,830.00 C/O \$

No LD'S No Stop Notices. No Lawsuits Filed

Foothill HS Aquatic Complex - 18116

Gifford Construction

PO Box 492618 Redding CA 96049

Contact: Andy McCurdy amccurdy@giffordine.com 530-226-6000

Owner: Shasta Union USD

2200 Eureka Way Redding CA 96001

Job Name: Foothill HS Aquatic Complex

Job Location: 9733 Deschutes Rd Palo Cedro CA 96073

Job Description: Furnish and Install Chain Link Fence gates and Hardware
Contract Date: 08/21/18. Start Date: 11/23/19. Completion 01/23/20 Contract Amount \$ 98,426.00 No LD Change order
Amount \$ 28,100. Total Contract: 126,526. No Lawsuits Filed No LD'S No Stop Notices. No Lawsuits Filed

Mortenson / McCarthy - 19068
3920 W Hacienda Avenue, Las Vegas, NV 89118
Contact: Jeff Tharp (650) 966-4980 Jeff.Tharp@mmcjvlv.com
Job Name: Las Vegas Radians Stadium
Job Location: 5617 Dean Martin Drive, Las Vegas, NV 89118
Job Description: Furnish & Install Iron Panel, Mesh Panels and Bollards
Start Date: 09/2019. Completion Date: 10/2020.
Contract amount \$ 2,297,856.00 / \$5,602,566.00
No LD'S No Stop Notices. No Lawsuits Filed

Holder Construction Group LLC - 18133
3300 Riverwood Pkwy, Ste 1200
Atlanta, GA 30339
Contact: Ali Ibrahim (902) 279-9476
Job Name: Mustang Hen
Job Location: 1627 Athol Ave., Henderson, NV 89011
Job Description: Furnish and Install Ameristar Fence, Barrier Crash Rated Arm, Traffic Arm & Bi-folding Gate.
Start Date: 08/2019. Completion Date: 06/2020.
Contract Amount \$ 1,660,232.00 / \$1,853,186.00
No LD'S No Stop Notices. No Lawsuits Filed

W A Richardson - 20028
395 E Sunset Blvd., Las Vegas, NV 89119
Contact: Abe Kassamian (702) 407-5314 akassamian@warichardsonbuilders.com
Job Name: Las Vegas Radians Headquarters
Job Location: 1475 Executive Airport Drive, Las Vegas, NV 89052
Job Description: Furnish & Install Fencing, Gates and Bollards
Start Date: 04/2020. Completion Date: 09/2020.
Contract amount \$ 2,090,929.00 / \$2,175,556.00
No LD'S No Stop Notices. No Lawsuits Filed

SCHEDULE Z


CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Golden Bay Fence Plus Iron Works, Inc.			
Company Name			Signature of Authorized Representative
4104 S. B Street Stockton CA 95206			Paul W. Chavez
Address			Type or Print Name
209	944-9754	4/19/22	Paul W. Chavez
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **900 High Street Rolling Gate Repair Project**

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

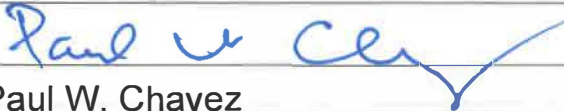
X I certify that Pedro Loaiza (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 04/08/22

Proper Name of Bidder: Golden Bay Fence Plus Iron Works, Inc.

Signature: 

Print Name: Paul W. Chavez

Title: President

END OF DOCUMENT



Contractor Registration Form

California Uniform Public Construction Cost Accounting Act

2022

The Oakland Unified School District ("District") elected to become subject to the California Uniform Public Construction Cost Accounting Act ("CUPCCAA"). The District hereby invites all licensed contractors who can meet the District's pre-qualification requirements to submit information for inclusion on the District's qualified bidder's list for CUPCCAA work in the following areas:

- Class A – **General Engineering Contractors;**
- Class B – **General Building Contractors;**
- Class C – **Specialty contractors,** including, but not limited to:
 - Insulation and Acoustical; Boiler and Hot-water Heating; Framing and Rough Carpentry: Cabinet, Millwork and Finish Carpentry; Low Voltage Systems; Concrete: Electrical; Elevator: Earthwork and Paving; Fencing; Flooring; Fire Protection; Glazing; HVAC; Building Moving/Demolition; Ornamental Metal; Landscaping, Lock and Security Equipment, Painting, Plumbing, Refrigeration, Roofing, Signs; etc.;
- Class C--**Limited Specialty Classifications,** including, but not limited to:
 - Elevated Floors; Synthetic Products; Hardware, Locks and Safes: Machinery and Pumps; Doors, Gates, and Activating Devices; Paperhanging; pole Installation and Maintenance; Prefabricated Equipment; Pool and Spa Maintenance; Tree Service; Window Coverings; Hydro seed Spraying; Construction Cleanup; etc.; and
- **Communication Systems,** including Telephone and Data.

This notice requires contractors to provide the following information:		
Company Name: Golden Bay Fence Plus Iron Works, Inc.	Contact Name: Paul W. Chavez	
Address: 4104 S B Street	Phone No.: 209-944-9754	Fax No.: 209-944-5812
City, State, Zip: Stockton CA 95206	Email Address: acrivello@goldenbayfence.com	
Type of Work Licensed to perform: Chain Link Fencing, wood Fencing Handrail, Guardrail, Electrical Ornamental Iron.	License Classification(s): A, B, C10,C13, C23	
	License No.: 664905	License Expiration Date: 2/28/23

Contractor Registration forms can be sent via fax, or by email to:

Oakland Unified School District
 Division of Facilities Planning and Management
 955 High Street, Oakland, CA 94601

Attn: Juanita Hunter, Bid Coordinator

Fax: 510.535.7040
 Email: Juanita.hunter@ousd.org

For questions, please call Ms. Hunter, at 510-535-7044



Contractor's License Detail for License # 664905

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this 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 click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/12/2022 10:48:52 AM

Business Information

GOLDEN BAY FENCE PLUS IRON WORKS INC
 4104 SOUTH B STREET
 STOCKTON, CA 95206
 Business Phone Number:(209) 944-9754

Entity Corporation
Issue Date 02/19/1993
Expire Date 02/28/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C13 - FENCING
- ▶ B - GENERAL BUILDING
- ▶ C10 - ELECTRICAL
- ▶ C23 - ORNAMENTAL METALS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [MERCHANTS BONDING COMPANY \(MUTUAL\)](#).

Bond Number: CA756014

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual PAUL WILLIAM CHAVEZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/26/2010

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)

Policy Number: UB7S251698

Effective Date: 10/01/2021

Expire Date: 10/01/2022

[Workers' Compensation History](#)

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME Golden Bay Fence Plus Iron Works, Inc.	BUSINESS ADDRESS 4104 S. B Street Stockton CA 95206	TELEPHONE NUMBER 209-944-9754
SCHOOL DISTRICT Oakland USD	COUNTY	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input checked="" type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	Elevating Sales Corp.
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. Elevating Sales Corp.	2,545.00					
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE	82,304.00					

E. Total Bid	84,849.00					
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OAKLAND UNIFIED SCHOOL DISTRICT
900 High Street
Rolling Gate Repair
Project No. 31203

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

PAGE 1 OF 2

BIDDER'S NAME Golden Bay Fence Plus Iron Works, Inc.	BUSINESS ADDRESS 4104 S. B Street Stockton CA 95206	CONTACT PERSON Paul W. Chavez
TELEPHONE NUMBER 209-944-9754	OWNER Paul W. Chavez	COUNTY San Joaquin

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

Eleaving Sales Corp.
Brian Carcerano
949-463-3879
brian@mydvbe.com

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (<i>List</i>):			
Elevating Sales Corp.	714-404-2023	4-15-22	Brian Carcerano
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm’s name, your firm’s contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
N/A			

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....	
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.	
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.	
Did not respond to your solicitation	Check the "NO RESPONSE" column		
		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED		SELECTED	
		YES	NO
Elevating Sales Corp.	X		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Paul W. Chavez certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Paul Chavez, President

SIGNATURE OF CHIEF EXECUTIVE OFFICER

Paul W. Chavez

DATE

4/19/22



ADDITIONAL REMARKS SCHEDULE

AGENCY Toste Insurance Services Inc.		NAMED INSURED Golden Bay Fence Plus Iron Works Inc.	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Project - Rolling Gate Repair Location: 900 High St., Oakland, CA 94601 GBF Job #: 22082

Oakland Unified School District, its officers, agents, employees, and volunteers are included as Additional Insured, respects General Liability, per attached endorsement CG D3 61 03 05, and Auto Liability, per attached endorsement CA T4 74 02 15. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies per attached endorsement CG G3 16 02 19, respects General Liability, CA T3 53 02 15, respects Auto Liability and WC99 03 76, respects Workers Compensation. All as required by written contract or agreement.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	900 High Street Rolling Gate Repair Project	Site	988
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Golden Bay Fence Plus Iron Works, Inc.	Agency's Contact	Paul Chavez		
OUSD Vendor ID #		Title	President		
Street Address	4104 South B Street	City		State	CA
Telephone	209-994-9754	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	BG31203				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-9-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-6-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$84,849.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	Fund 010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$84,849.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds				
	Signature	Date Approved	5/17/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lezano Smith, approved as to form	Date Approved	5/17/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	5/17/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved	6-9-2022		