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File ID Number	12-1460
Committee	Facilities
Introduction Date	6-13-2012
Enactment Number	12-1616
Enactment Date	6-13-12 



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 13, 2012

Subject Award of Bid - ABG Group - Laurel CDC Development New Play Structure Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0728, Award of Bid and Construction Contract on behalf of the District for the Laurel CDC Development New Play Structure Project to ABG Group, 2055 Sierra Road #59, Concord, CA 94518 in the amount of \$248,500.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 14, 2012, and ending on August 13, 2012.

Background Completion of the new play structure in Phase No. 1 is necessary to get site ready for construction of new Laurel Child Development Center in Phase No. 2

Local Business Participation Percentage 29.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



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

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0728, Award of Bid and Construction Contract on behalf of the District for the Laurel CDC Development New Play Structure Project to ABG Group, 2055 Sierra Road #59, Concord, CA 94518 in the amount of \$248,500.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 14, 2012, and ending on August 13, 2012.

Fiscal Impact

Measure B

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1112-0728

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
LAUREL CDC NEW PLAY STRUCTURE PROJECT**

WHEREAS the DISTRICT has heretofore requested bids scope include replacement of the existing antiquated play structure and rubber glue-down tiles with a new play structure (for Kindergarteners thru 5th graders) and new poured-in-place synthetic play surfacing for the Laurel CDC New Play Structure for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
ABG Group	Concord, CA	\$248,500.00
JUV, Inc.	Oakland, CA	\$249,700.00
Bay Construction	Oakland, CA	\$332,000.00

and,

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

RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1112-0728

AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
LAUREL CDC NEW PLAY STRUCTURE PROJECT

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **ABG GROUP**, for the performance of the bid work, in the amount of **TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS, FIVE HUNDRED DOLLARS AND NO CENTS (\$248,500.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: Noel Gallo, David Kakishiba, Gary Yee, Christopher Dobbins,
Alice Spearman, Vice President Jumoke Hinton Hodge,
President Jody London

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 13, 2012



Edgar Rakestraw, Jr.
Secretary, Board of Education

LEGISLATIVE FILE
File ID Number 12-1460
Introduction Date 6-13-12
Enactment Number 12-1616
Enactment Date 6-13-12 *Bj*

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14th DAY OF May, 2012, by and between the Oakland Unified School District ("District" or "Owner") and ABG Group ("Contractor") ("Agreement").

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

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

PROJECT: Laurel CDC New Play Structure Project

PROJECT NO.: 07027

RESOLUTION NUMBER: 1112-0726

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

2. **The Contract Documents:**

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

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

AK

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Sixty days (60) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All punch list and closeout documents must be finished by December 31, 2012.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
- **Project Completion: Two hundred fifty dollars (\$250.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.**
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class B 932855 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

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

\$223,500.00 (Base Contract Amount)

+ Twenty-five thousand dollars and no cents

(\$25,000.00) (Contingency Allowance Amount)

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

(\$248,500.00), (“Contract Price”)

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

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

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

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

Dated: _____, 20__

Dated: MAY 15, 20 12

OAKLAND UNIFIED SCHOOL DISTRICT

ABG GROUP **CONTRACTOR**

By: [Signature]

By: [Signature]

Print Name: Jody London

Print Name: Alex KAPSAKEY

Print Title: President, Board of Education

Print Title: CEO

By: [Signature]

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: _____

Print Name: Timothy E. White

Print Title: Assistant Superintendent, Facilities, Planning and Management

Approved as to Form:

By: [Signature] 1.4.12

Print Name: Cate Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

LEGISLATIVE FILE
File ID Number 12-1460
Introduction Date 6-13-12
Enactment Number 12-1610
Enactment Date 6-13-12 BG

HALC

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Laurel CDC New Play Structure Project Project # 07027 (Project Name)
("Project" or "Contract")

which Contract dated May 17, 20 12, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Two hundred twenty three thousand five hundred and no/100 DOLLARS (\$223,500), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Laurel CDC New Play Structure
Project Number: 07027

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

Western Surety Company

333 S Wabash Ave., 41st Floor Chicago IL 60604

Attention: _____

Telephone No.: (605) 336 - 0850

Fax No.: () -

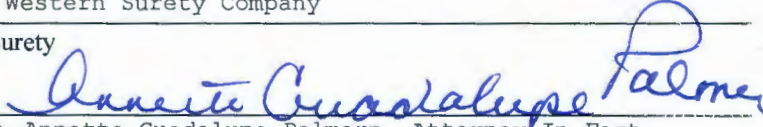
E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 17th day of May, 2012.

A B G Group
Principal

By 

Western Surety Company
Surety

By  Annette Guadalupe Palmern, Attorney-In-Fact

J&C Corbett Ins Serv Inc
Name of California Agent of Surety

609 Court St Woodland CA 95695

Address of California Agent of Surety

530-419-2000

Telephone Number of California Agent of Surety

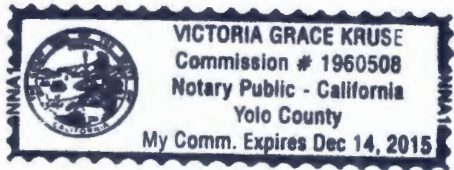
Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Yolo }

On 5/17/12 before me, Victoria Grace Kruse, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Annette Palmer
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 and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and _____
A B G Group _____, ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to

Laurel CDC New Play Structure Project Project No. 07027 _____ (Project Name)
("Project" or "Contract")

which Contract dated May 17, 2012, and all of the Contract Documents attached to or
forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Western Surety Company, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Two hundred twenty
three thousand five hundred and no/100 Dollars (\$223,500), lawful money of the United States, being a
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by
these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,
companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the
Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

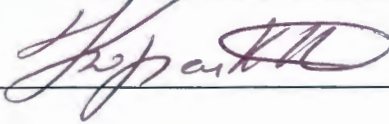
OAKLAND UNIFIED SCHOOL DISTRICT
Laurel CDC New Play Structure
Project No. 07027

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 17th day of May, 2012.

A B G Group

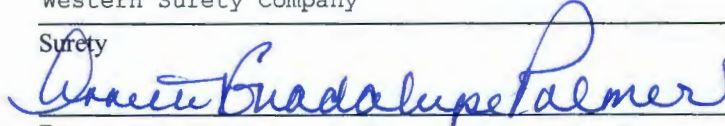
Principal



By

Western Surety Company

Surety



By Annette Guadalupe Palmer, Attorney-In-Fact

J&C Corbett Ins Serv Inc

Name of California Agent of Surety

609 Court St Woodland CA 95695

Address of California Agent of Surety

530-419-2000

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Yolo

On 5/17/12 before me, Victoria Grace Kruse, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Annette Palmer
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 and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71274442

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Annette Guadalupe Palmer

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: A B G Group

Obligee: Oakland Unified School District

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 20, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of May, 2012.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 17th day of May, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of May, 2012.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2012

PRODUCER 888-900-9989

PRODUCER AGENCY NAME
SKYLES INSURANCE AGENCY
9840 BUSINESS PARK DRIVE
SACRAMENTO, CA 95827

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

INSURED
ABG GROUP
ALIAKSANDER KARSAKOU
2055 SIERRA ROAD UNIT 59
CONCORD, CA 94518

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: COLONY INSURANCE COMPANY

INSURER B: TITAN INDEMNITY COMPANY

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ JECT <input type="checkbox"/> LOC	GL3983867	3/29/12	3/29/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY & EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS: OTH: TORY LIMITS: ER: E.L. EACH ACCIDENT \$ E.L. DISEASE & EA EMPLOYEE \$ E.L. DISEASE & POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED PER CONDITIONS OF THE ATTACHED FORM U156-0310
*10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF FACILITIES, PLANNING AND
MANAGEMENT
955 HIGH STREET
OAKLAND, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
JDkcb

IMPORTANT

if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED	

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-31-2012

GROUP:
POLICY NUMBER: 1920273-2012
CERTIFICATE ID: 28
CERTIFICATE EXPIRES: 03-01-2013
03-01-2012/03-01-2013

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

NB

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

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

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

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

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

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

ENDORSEMENT #1600 - KARSAKOU, ALIAKSANDR PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - OLESYA KARSAKOU SEC TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ABG GROUP (A CORP)
2055 SIERRA RD APT 59
CONCORD CA 94518

NB

[KDM,CS]

PRINTED : 05-31-2012



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-31-2012

GROUP:
POLICY NUMBER: 1920273-2012
CERTIFICATE ID: 28
CERTIFICATE EXPIRES: 03-01-2013
03-01-2012/03-01-2013

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

NB

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

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

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

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

James Neary
Authorized Representative

Thomas Elone
President and CEO

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

ENDORSEMENT #1600 - KARSAKOU, ALIAKSANDR PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - OLESYA KARSAKOU SEC TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ABG GROUP (A CORP)
2055 SIERRA RD APT 59
CONCORD CA 94518

NB

[KDM,CS]

PRINTED : 05-31-2012



TITAN INSURANCE
22901 Millcreek Blvd. Cleveland, OH 44122
1-800-888-8424

POLICY NUMBER 7262177

POLICY PERIOD: 05/30/2012 **TO:** 05/30/2013

NAME OF ADDITIONAL INSURED
OAKLAND UNIFIED SCHOOL DISTRICT
DIV OF FACILITES PLNNG & MNGMT
955 HIGH STREET
OAKLAND CA 94601 -0

NAMED INSURED AND MAILING ADDRESS
ABG GROUP
2055 SIERRA ROAD UNIT 59
CONCORD, CA 94518

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

ENDORSEMENT EFFECTIVE 06/01/2012		COUNTERSIGNED BY 
12:01 AM Standard time at the Named Insured's Mailing Address		(Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

The person or organization named below is a person insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this agreement will be **PRIMARY** insurance over any other valid and collectible insurance.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, of applicable, shall be paid to you. You are authorized to act for the additional insured in all matters pertaining to this insurance. We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give appropriate notice to the additional insured.

Name of Person or Organization: OAKLAND UNIFIED SCHOOL DISTRICT DIV OF FACILITES PLNNG & MNGMT

This premium associated with this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Laurel Child Development Center
 Project: New Play Structure
 Project #: 07027-1
 Estimate: \$195,000

Date: Tuesday, May 1, 2012
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: LCA Architects

Signature of Witness to Bid:  Signature of Bid Opener: 

Company:	ABG Group	Base Bid:	\$223,500.00	Required Day of Bid:	
Address:	2055 Sierra Rd #59	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Concord, CA	TOTAL:	\$ 248,500.00	Addendum Acknow.	X
Phone:	925-348-9292	Alternates:		Bid Bond	X
Fax:	925-566-6482			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:53 PM	5/1/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/1/2012	Local Business Participation Form	X
				DVBE Forms	X
<hr/>					
Company:	JUV Inc	Base Bid:	\$224,700	Required Day of Bid:	
Address:	1616 Franklin Street, Sate 203	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$249,700.00	Addendum Acknow.	X
Phone:	510-836-1300	Alternates:		Bid Bond	X
Fax:	510-836-1301			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:52 PM	5/1/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/1/2012	Local Business Participation Form	X
				DVBE Forms	X
<hr/>					
Company:	Redwood Engineering	Base Bid:	\$224,750.00	Required Day of Bid:	
Address:	2336 El Camino Real	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Redwood City	TOTAL:	\$249,750.00	Addendum Acknow.	X
Phone:	925-819-2960	Alternates:		Bid Bond	X
Fax:	650-368-9915			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		2:00 PM	5/1/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/1/2012	Local Business Participation Form	X
				DVBE Forms	X
<hr/>					
Company:	Bay Construction	Base Bid:	\$ 307,000.00	Required Day of Bid:	
Address:	4026 MLK Jr Wy	Allowance:	\$ 25,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$ 332,000.00	Addendum Acknow.	X
Phone:	510-658-7225	Alternates:		Bid Bond	X
Fax:	510-658-4890			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:56 PM	5/1/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/1/2012	Local Business Participation Form	X
				DVBE Forms	X

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$ 25,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			5/1/2012	Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	5/1/2012	Local Business Participation Form	
				DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:	\$ 25,000.00	Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			3/29/2012	Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
			3/29/2012	Local Business Participation Form	
				DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:	\$ 25,000.00	Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			5/1/2012	Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
			5/1/2012	Local Business Participation Form	
				DVBE Forms	
Company:					
Address:		Base Bid:		Required Day of Bid:	
City/State:		Allowance:		Signed Bid Form	
Phone:		TOTAL:		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			5/1/2012	Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
				Local Business Participation Form	
				DVBE Forms	

Written By:

Read By: Juanita White

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: ABG Group
 Project: Laurel Child Development Center
 Project #: 07027-1
 Estimate: \$195,000

Date: Tuesday, May 1, 2012
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: LCA Architects

Based Bid \$ 223,600.00
Verified Local Business Participation 2.0% \$ 4,470.00
Based Bid W/ LBP Discount \$ 219,030.00

	LBE	SLB	SLBR	COMMENTS:
Company: ABG Group				1
Address: 2055 Sierra Road #59				2
City/State: Concord, CA				3
Phone:(925) 348-9292				4
Company: B Side Construction, Inc		29.08%		1
Address: 1940 Union Street		29.08%		2
City/State:Oakland, CA		29.08%		3
Phone:(510) 969-7527		29.08%		4
Company:				1
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4
Company:				1
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4

TOTAL PARTICIPATION	0.0%	29.08%	0.0%	29.08%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: JUV, Inc.
 Project: Laurel Child Development Center
 Project #: 07027-1
 Estimate: \$195,000

Date: Tuesday, May 1, 2012
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: LCA Architects

Based Bid \$ 224,700.00
 Verified Local Business Participation 2.0% \$ 4,494.00
 Based Bid W/ LBP Discount \$ 220,206.00

	LBE	SLB	SLBR	COMMENTS:
Company: JUV, Inc.				
Address: 1616 Franklin Street #203				
City/State: Oakland, CA		33.29%		
Phone: (510) 836-1300				
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
TOTAL PARTICIPATION	0.00%	33.29%	0.0%	33.29%

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Redwood Engineering
 Project: Laurel Child Development Center
 Project #: 07027-1
 Estimate: \$195,000

Date: Tuesday, May 1, 2012
 Time: 2:00 PM
 Project Mgr: Mary Ledezma
 Architect: LCA Architects

Based Bid \$ 224,750.00
 Verified Local Business Participation 0.0% \$ -
 Based Bid W/ LBP Discount \$ 224,750.00 NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
Company: Redwood Engineering Address: 2336 El Camimo Real City/State: Redwood City, CA Phone: (925) 819-2960				
Company: RMT Landscape Contractors, Inc. Address: 7699 Edgewater Drive City/State: Oakland, CA Phone: (510) 568-3208	12.53%			1 2 3 4
Company: Level Building Supply Address: 9838 Gould Street City/State: Oakland, CA Phone: (510)	12.15%			1 2 3 4
Company: Address: City/State: Oakland, CA Phone: (510)				1 2 3 4
TOTAL PARTICIPATION	24.68%	0.00%	0.0%	24.68%

APPROVAL- LBU Compliance Officer

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: ABG GROUP
(Proper Name of Bidder)

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

PROJECT: Laurel Child Development Center – New Play Structure

PROJECT NO.: 07027-1

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

Base Bid Amount:	\$	<u>223,500</u> ^{00/100} AK
Contingency Allowance Amount:	\$	<u>25,000.00</u>
Total Bid Amount:	\$	<u>248,500</u> ^{00/100} AK <u>248,500</u>

[Handwritten Signature]

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

Additive/Deductive Alternates:

NOT USED	_____ dollars \$ _____
---------------------	-----------------------------------

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

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

NOT USED.

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

NOT USED.	_____ Allowance: Allowance to _____	\$ _____ (TBD)
----------------------	--	---------------------------

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>April 24</u> , 2012	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A OR B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 1 day of May 20 12

Name of Bidder ABG Group

Type of Organization Corporation

Signed by Aliaksandr Karsakou

Title of Signer CEO

Address of Bidder 2055 Sierra Rd #59, Concord, CA 94518

Taxpayer's Identification No. of Bidder 26-2465981

Telephone Number (925) 348-9292

Fax Number (925) 566-6482

E-mail akar@abgggroup.org Web page www.abgggroup.org

Contractor's License No(s): No.: 932855 Class: B Expiration Date: 5/31/2013

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: ABG Group

President: Aliaksandr Karsakou

Secretary: Olesya Karsakou

Treasurer: Aliaksandr Karsakou

Manager: Aliaksandr Karsakou

END OF DOCUMENT

FACILITIES PLANNING
AND MANAGEMENT

2012 MAY -2 A 8: 11

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: ABG GROUP
Project: 07027-1
Project #:
Estimate: 195,000.00

Bid Opening Date:
Time:
Project Mgr:
Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
\$ 223,500					
Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid					
PRIME Company: ABG GROUP Address: 2055 Sierra Rd #59 City/State: Concord, 94518 Phone: (925)348-9292	\$				
Company: B Side Construction, Inc. Address: 1940 Union Street City/State: Oakland 94608 Phone: (510) 9697527	\$ 65,000.00		29.00%		
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

29%

29%

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

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: ABG GROUP
 Project: 07027-1
 Project #: 195,000.00
 Estimate: 195,000.00

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
n/a					
TRUCKING					
Address: \$					
City/State:					
Phone:					
Company:					
Address: \$					
City/State:					
Phone:					
Company:					
Address: \$					
City/State:					
Phone:					
Company:					
Address: \$					
City/State:					
Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL- LBU Compliance Officer

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: JUV INC
(Proper Name of Bidder)

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

PROJECT: Laurel Child Development Center -- New Play Structure

PROJECT NO.: 07027-1

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

Base Bid Amount:	\$ <u>224,700 —</u>
Contingency Allowance Amount:	\$ <u>25,000.00</u>
Total Bid Amount:	\$ <u>249,700 —</u>

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

OAKLAND UNIFIED SCHOOL DISTRICT
Laurel Child Development Center
New Play Structure
Project No. 07027-1
April 12, 2012

BID FORM
DOCUMENT 00 41 13-1

Additive/Deductive Alternates:

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

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

NOT USED.

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

Allowance: Allowance to	\$	(TBD)
NOT USED.		

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>4/24/2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
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AWARD OF BID CONTRACT ROUTING FORM

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

Contractor Information					
Contractor Name	ABG Group	Agency's Contact	Aliaksandr Karsakou		
OUSD Vendor ID #	New Vendor	Title	Project Manager		
Street Address	2055 Sierra Road #59	City	Concord	State	CA Zip 94518
Telephone	925-348-9292	Policy Expires	3-29-2013		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	07027				

Term			
Date Work Will Begin	6-14-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-14-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$248,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	8209901831	6274	\$248,500.00
				\$

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	6-5-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	6-9-12
3.	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	