



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: Legislative File Info.	
File ID Number	13-1198
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1124
Enactment Date	6-12-13 <i>lf</i>

Memo

To Board of Education

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

Board Meeting Date June 12, 2013

Subject Award of Bid - Dan Electric - Madison Portable Installation Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0163, Award of Bid and Construction Contract on behalf of the District for the Madison Portable Installation Project to Dan Electric, 2990 Teagarden Street, San Leandro, CA 94577 in the amount of \$467,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: three hundred sixty-five (365) days Calendar Days, commencing June 13, 2013, and ending on June 13, 2014.

Background To accommodate increased enrollment at school site.

Local Business Participation Percentage 20.00%

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. 1213-0153, Award of Bid and Construction Contract on behalf of the District for the Madison Portable Installation Project to Dan Electric, 2990 Teagarden Street, San Leandro, CA 94577 in the amount of \$467,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: three hundred sixty-five (365) days Calendar Days, commencing June 13, 2013, and ending on June 13, 2014.

Fiscal Impact

County School Facilities Fund

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1213-0163

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MADISON MIDDLE SCHOOL PORTABLE INSTALLATION PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes the installation of coordination of three (3) portable buildings including water, sewer for sinks and utilities included electrical / data / fire alarm / intrusion / PA and bell, cabinets and countertop, underground utilities, and ornamental fencing, for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
Dan Electric	San Leandro, CA	\$467,000.00
Trinet Construction	San Francisco, CA	\$557,000.00
Rodan Builders	Burlingame, CA	\$672,000.00

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;

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Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DAN ELECTRIC**, for the performance of the bid work, in the amount of **FOUR HUNDRED SIXTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$467,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: Jody London, James Harris, Christopher Dobbins,
President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: Roseann Torres and Vice President Jumoke Hinton Hodge

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, 2013.

/s/



Edgar Rakestraw, Jr.
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **14th day of May, 2013**, by and between the Oakland Unified School District ("District" or "Owner") and **Dan Electric** ("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: **Madison Portable Installation Project**

PROJECT NO.: **1310-2**

RESOLUTION NUMBER: **1213-0163**

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

- 2. The Contract Documents:**

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

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Three hundred sixty-five (365)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor.

A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by June 13, 2014.**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-593411 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:

Four hundred twenty thousand dollars and no cents
(\$420,000.00), (Base Contract Amount)

+ Forty-seven thousand Dollars
(\$47,000.00), (Contingency Allowance Amount)

= Four hundred sixty-seven thousand dollars and no cents
(\$467,000.00), ("Contract Price")

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

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

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

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

Susie Butler-Berkley 5-22-2013

Susie Butler-Berkley
Contract Analyst

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

Dated: _____, 20__

Dated: 05-15-2013, 20__

OAKLAND UNIFIED SCHOOL DISTRICT

DAN ELECTRIC CONTRACTOR

By:  4/12/13

By: 

Print Name: David Kakashiba

Print Name: RAYO MICHONCA

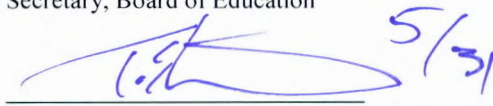
Print Title: President, Board of Education

Print Title: OWNER

By:  6/13/13

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By:  5/31

Print Name: Timothy E. White
Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: 

Print Name:
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

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 _____
Dan Electric _____, ("Principal") have entered into a contract for the furnishing of all materials and
labor, services and transportation, necessary, convenient, and proper to perform the following project:

Interim Housing - James Madison MS _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20 13, 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 American Contractors Indemnity Company ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of Four Hundred Sixty-Seven Thousand and 00/100-*
_____ DOLLARS (\$ 467,000.00-), lawful money of the United States, for the payment of which
sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns
jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
James Madison Middle School
Interim Housing – Madison Middle School
Project No. 13102
April 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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.

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:

American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017


Attention: _____

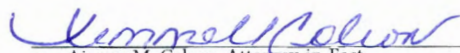
Telephone No.: (_____) _____ - 800-486-6695

Fax No.: (_____) _____ - 310-645-9274

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, 20 13.

Dan Electric
Principal
By 

American Contractors Indemnity Company
Surety
By 
Aimme M. Colson, Attorney-in-Fact

Same As Above
Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

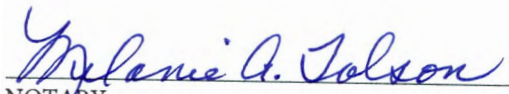
OAKLAND UNIFIED SCHOOL DISTRICT
James Madison Middle School
Interim Housing – Madison Middle School
Project No. 13102
April 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-2

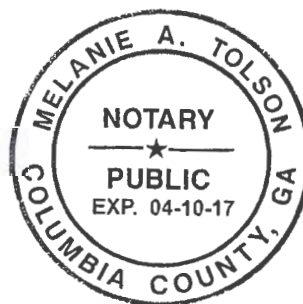
Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

On this 17th day of May, 2013
Before me appeared Aimme M. Colson
The person who signed the preceding
document in my presence.



NOTARY
Columbia County, Georgia



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Aimme M. Colson of Martinez, Georgia

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****One Million***** Dollars (\$ **1,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature]
Daniel P. Aguilar, Vice President

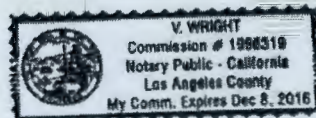
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of May, 2013.

Corporate Seals

Bond No. 1000910192
Agency No. 13902



[Signature]
Jeannie Lee, Assistant Secretary



Interoffice Memo

Date: May 13, 2013
 To: Tadashi Nakadegawa, Director of Facilities
 From: Wil Newby
 Project Name: Interim Housing – James Madison MS
 Project No.: 13102
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

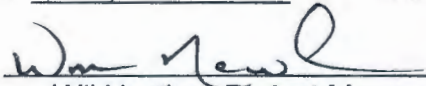
BID TALLY

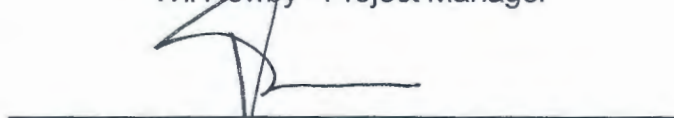
	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	Dan Electric	Trinet Construction	Rodan Builders
Base Bid Amount	420,000	510,000	625,000
Contingency Allowance	47,000	47,000	47,000
Total Bid Amount	467,000	557,000	672,000

Local Business Enterprise Participation: 20%

SGI/OUSD recommends the award of the bid to **Dan Electric**, for a total contract amount of **\$ 467,000.00**.

CONSTRUCTION BUDGET: \$450,000 BID SAVINGS: -\$17,000

RECOMMENDATION:  5/13/13
 Wil Newby - Project Manager Date

ACCEPTANCE:  5/13/13
 Tadashi Nakadegawa – Director of Facilities Date

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Madison Middle School
 Project: Interim Housing
 Project #: 13102
 Estimate: \$470,000

Date: Wednesday, May 8, 2013
 Time: 1:30 PM
 Project Mgr: William Newby
 Architect: Byrens Kim Design Works

Signature of Witness to Bid

Signature of Bid Opener

Company: Dan Eletric	Base Bid: \$420,000.00	Required Day of Bid:
Address: 2990 Teagarden Street	Allowance: \$ 47,000.00	Signed Bid Form X
City/State: San Leandro, CA	TOTAL: \$ 467,000.00	Addendum Acknow. X
Phone: 510-351-7100	Alternates:	Bid Bond X
Fax: 510-351-3200		Non-Collusion X
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q X
	1:21 PM 5/8/2013	Site Visit Certification X
		Contractor's Sub List X
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z X
	1:30 PM 5/8/2013	Local Business Participation Form X
		DVBE Forms X
Company: Trinet Construction	Base Bid: \$510,000.00	Required Day of Bid:
Address: 2560 Marin Street	Allowance: \$47,000.00	Signed Bid Form X
City/State: San Francisco, CA	TOTAL: \$557,000.00	Addendum Acknow. X
Phone: 415-695-7819	Alternates:	Bid Bond X
Fax: 415-655-7830		Non-Collusion X
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q X
	12:48 PM 5/8/2013	Site Visit Certification X
		Contractor's Sub List X
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
	1:30 PM 5/8/2013	Local Business Participation Form
		DVBE Forms
Company: Rodan Builders	Base Bid: \$625,000.00	Required Day of Bid:
Address: 859 Cowan Rd	Allowance: \$47,000.00	Signed Bid Form X
City/State: Burlingame, CA	TOTAL: \$672,000.00	Addendum Acknow. X
Phone: 650-508-1700	Alternates:	Bid Bond X
Fax: 650-508-1705		Non-Collusion X
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q X
	1:26 PM 5/8/2013	Site Visit Certification X
		Contractor's Sub List X
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
	1:30 PM 5/8/2013	Local Business Participation Form
		DVBE Forms
Company:	Base Bid:	Required Day of Bid:
Address:	Allowance:	Signed Bid Form
City/State:	TOTAL:	Addendum Acknow.
Phone:	Alternates:	Bid Bond
Fax:		Non-Collusion
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q
		Site Visit Certification
		Contractor's Sub List
		Required Doc's within 24 hrs
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z
		Local Business Participation Form
		DVBE Forms

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

Interim Housing - James Madison MS _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20 13, 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 American Contractors Indemnity Company, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____
Four Hundred Sixty-Seven Thousand and 00/100-* Dollars (\$ 467,000.00-*), lawful money of the United States, being a
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by
these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,
companies, and corporations entitled to file claims under sections 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
James Madison Middle School
Interim Housing – Madison Middle School
Project No. 13102
April 9, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -I

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, 2013.

Dan Electric
Principal *[Signature]*

By

American Contractors Indemnity Company
Surety

[Signature]
By Aimme M. Colson, Attorney-in-Fact

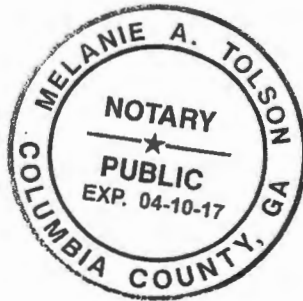
American Contractors Indemnity Company
Name of California Agent of Surety
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017
Address of California Agent of Surety
800-486-6695
Telephone Number of California Agent of Surety

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

On this 17th day of May, 2013
Before me appeared Aimme M. Colson
The person who signed the preceding
document in my presence.

[Signature]
NOTARY
Columbia County, Georgia



OAKLAND UNIFIED SCHOOL DISTRICT
James Madison Middle School
Interim Housing – Madison Middle School
Project No. 13102
April 9, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -2

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Aimme M. Colson of Martinez, Georgia

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****One Million***** Dollars (\$ **1,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

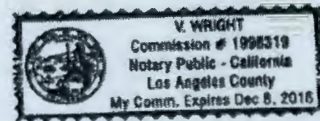
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17 day of May, 2013.

Corporate Seals

Bond No. 100910192 Agency No. 13902



[Signature] Jeannie Lee, Assistant Secretary



Dan Electric

2990 Teagarden St, San Leandro, CA 94577 • Tel. 510 351 7100 • Fax: 510 351 3200 •
e-mail: danelectric@comcast.net - Lic.# 788781

Local Surety for the Madison Project:

**HCC Surety Group
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017
800-486-6695**



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-14-2013

GROUP:
POLICY NUMBER: 9039791-2012
CERTIFICATE ID: 6
CERTIFICATE EXPIRES: 12-03-2013
12-22-2012/12-03-2013

OAKLAND UNIFIED SCHOOL DISTRICT NB
WILL NEWBY, PROJECT MANAGER
955 HIGH ST
OAKLAND CA 94601-4404

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.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-07-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MICHOVICH, RAYO DBA: DAN ELECTRIC NB
2990 TEAGARDEN ST
SAN LEANDRO CA 94577

[AO5,CS]

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Madison Middle School
Project: Interim Housing
Project #: 13102
Estimate: \$470,000

Date: Wednesday, May 8, 2013
Time: 1:30 PM
Project Mgr: William Newby
Architect: Byrens Kim Design Works

Signature of Witness to Bid *Joanne Caruana*

Signature of Bid Opener *[Handwritten Signature]*

Company:	Dan Electric	Base Bid:	\$420,000.00	Required Day of Bid:	
Address:	2990 Teagrdn Street	Allowance:	\$ 47,000.00	Signed Bid Form	X
City/State:	San Leandro, CA	TOTAL:	\$ 467,000.00	Addendum Acknow.	X
Phone:	510-351-7100	Alternates:		Bid Bond	X
Fax:	510-351-3200			Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:21 PM	5/8/2013	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		1:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:	Trinet Construction	Base Bid:	\$510,000.00	Required Day of Bid:	
Address:	2560 Marin St	Allowance:	\$47,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$557,000.00	Addendum Acknow.	X
Phone:	415-695-7819	Alternates:		Bid Bond	X
Fax:	15-655-7830			Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		12:48 PM	5/8/2013	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		1:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:	Rodan Builders	Base Bid:	\$625,000.00	Required Day of Bid:	
Address:	859 Cowan Rd	Allowance:	\$47,000.00	Signed Bid Form	X
City/State:	Burlingame, CA	TOTAL:	\$672,000.00	Addendum Acknow.	X
Phone:	650-508-1700	Alternates:		Bid Bond	X
Fax:	650-508-1705			Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:26 PM	5/8/2013	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		1:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		Time Submitted	Date Submitted	Site Visit Certification	
				Contractor's Sub List	
		Time Opened	Date Opened	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: DAN ELECTRIC
(Proper Name of Bidder)

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

PROJECT: Interim Housing - Madison Middle School
PROJECT NO.: 13102

("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>420,000</u>
Contingency Allowance Amount:	\$ <u>47,000.00</u>
Total Bid Amount:	\$ <u>467,000</u>

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

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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>4-3-13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4-18-13</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5-3-13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no 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.
- ~~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 8th day of MAY 20 13

Name of Bidder DAN ELECTRIC

Type of Organization SOLE PROPRIETARY ~~SHEEP~~

Signed by [Signature]

Title of Signer OWNER

Address of Bidder 2990 TEAGARDEN ST SAN LEANDRO

Taxpayer's Identification No. of Bidder 94-3385682

Telephone Number 510 351 7100

Fax Number 510 351 3200

E-mail DANELECTRIC@COMCAST.NET Web page _____

Contractor's License No(s): No.: 786781 Class: A, B Expiration Date: 10-31-14

No.: 786781 Class: C10, C7, C15 Expiration Date: 10-31-14

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Dan Electric**
 Project: Madison
 Project #: 13102
 Estimate:

Bid Opening Date: May 8th, 2013
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Address: 2990 Teagarden City/State: San Leandro, CA Phone: 510 351 7100					
Company: Hos Electric Address: City/State: Phone:	\$80,400			20.0%	
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$80,400.00	0.0%	0.0%	20.0%	20.0%

APPROVAL- LBU Compliance Officer

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

SMALL LOCAL BUSINESS ENTERPRISE

Presented to:

HO'S ELECTRIC COMPANY

Services Provided:

- B — General Building Contractor
- C-10 — Electrical Contractor
- C-27 — Landscaping Contractor
- C-33 — Painting and Decorating Contractor

6336

31-Mar-14

Certification Number

Expiration Date

Shelley Darenburg

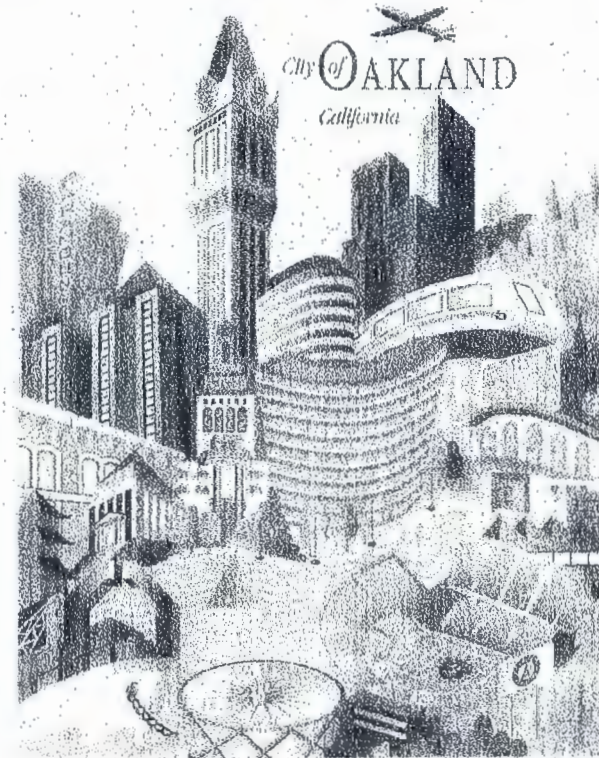
03-29-12

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND



DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Trinet Construction Inc.
(Proper Name of Bidder)

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

PROJECT: Interim Housing - Madison Middle School
PROJECT NO.: 13102

("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>510,000 -</u>
Contingency Allowance Amount:	\$ <u>47,000.00</u>
Total Bid Amount:	\$ <u>557,000 -</u>

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

OAKLAND UNIFIED SCHOOL DISTRICT
James Madison Middle School
Interim Housing - Madison Middle School
Project No. 13102
April 9, 2013

BID FORM
DOCUMENT 00 41 13-1

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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

OAKLAND UNIFIED SCHOOL DISTRICT
James Madison Middle School
Interim Housing – Madison Middle School
Project No. 13102
April 9, 2013

BID FORM
DOCUMENT 00 41 13-2

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

No. <u>1</u> , Dated <u>4/3/13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/18/13</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5/3/13</u>	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 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 8 day of May 20 13
Name of Bidder Trinet Construction Inc.
Type of Organization Corporation
Signed by [Signature]
Title of Signer Nora Hickey - President
Address of Bidder 2560 Marin St. San Francisco Ca 94124
Taxpayer's Identification No. of Bidder 94-3266070
Telephone Number 415-695-7814
Fax Number 415-695-7830
E-mail hickeytrinet@gmail.com Web page _____
Contractor's License No(s): No.: 735126 Class: A+B Expiration Date: 4/30/15
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Trinet Construction Inc.
President: Nora Hickey
Secretary: Nora Hickey
Treasurer: Nora Hickey
Manager: William Hickey

END OF DOCUMENT

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Proctor Builders 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: Interim Housing - Madison Middle School
PROJECT NO.: 13102

("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>625,000</u>
Contingency Allowance Amount:	\$ <u>47,000.00</u>
Total Bid Amount:	\$ <u>672,000</u>

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

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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>4-3-2013</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4-18-13</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5-9-13</u>	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 9th day of MAY 20 13

Name of Bidder Radan Builders Inc

Type of Organization Corporation

Signed by [Signature]

Title of Signer Secretary - C.F.O.

Address of Bidder 859 Cowan Rd, Burlington Co 94010

Taxpayer's Identification No. of Bidder 20-2164714

Telephone Number 650-588-1700

Fax Number 650-588-1705

E-mail adoliver@radanbuilders.com Web page radanbuilders.com

Contractor's License No(s): No. 25819 Class A BC21 Expiration Date: 04-30-2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Radan Builders Inc

President: Rory Morgan

Secretary: Dan Oliver

Treasurer: Dan Oliver

Manager: Dan Oliver

END OF DOCUMENT

AWARD OF BID CONTRACT ROUTING FORM

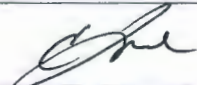
Project Name	Madison MS Portable Installation	Site	Madison Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates 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	Dan Electric	Agency's Contact	Vedran Michovich				
OUSD Vendor ID #	V052410	Title	Project Manager				
Street Address	2990 Teagarden Street	City	San Leandro	State	CA	Zip	94577
Telephone	510-658-7225	Policy Expires	12-3-2013				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07147						

Term			
Date Work Will Begin	6-12-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-13-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$467,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	2159003890	6271	\$467,000.00

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.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7081
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-22-13		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-23-13		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			