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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 10, 2015

Subject Award of Bid - George Masker, Inc. - McClymonds High School Interior Painting Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1138, Award of Bid and Construction Contract on behalf of the District for the McClymonds High School Exterior Painting Project Project to GEORGE MASKER, INC., 7699 EDGEWATER DRIVE, OAKLAND, CA 94621 in the amount of \$199,500.00, 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: Forty-three (43) days Calendar Days, commencing June 15, 2015, and ending on July 27, 2015.

Background The scope of the project is to provide exterior painting for all the building on the campus

Discussion The school is in need for maintenance of the buildings.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1138, Award of Bid and Construction Contract on behalf of the District for the McClymonds High School Exterior Painting Project Project to GEORGE MASKER, INC., 7699 EDGEWATER DRIVE, OAKLAND, CA 94621 in the amount of \$199,500.00, 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: Forty-three (43) days Calendar Days, commencing June 15, 2015, and ending on July 27, 2015.

Fiscal Impact Deferred Maintenance

Attachments

- Award of Bid including scope of work

- Certificate of Insurance
- Payment and Performance Bonds



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

RESOLUTION NO. 1415-1138

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MCCLYMONDS HIGH SCHOOL INTERIOR PAINTING PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids includes the interior painting project, for all offices, hallways and classrooms, excluding auditorium, storage rooms and custodian closets McClymonds High School Interior Painting for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
CAM Painting (Non-Responsive)	Bell Canyon, CA	\$189,500.00
George Masker Inc.	Oakland, CA	\$199,500.00
OnPoint Construction (Non-Responsive)	Burlingame, CA	\$233,500.00

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
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RESOLUTION NO. 1415-1138

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MCCLYMONDS HIGH SCHOOL INTERIOR PAINTING PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **GEORGE MASKER, INC.**, for the performance of the bid work, in the amount of **ONE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$199,500.00)** 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 **GEORGE MASKER, INC.** for the performance of bid work.

Passed by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: Vice President Jody London

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 10, 2015.

Antwan Wilson, Superintendent and
Secretary, Board of Education

33412

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 23rd day of April, 2015, by and between the Oakland Unified School District ("District" or "Owner") and George Masker, Inc. ("Contractor") ("Agreement").

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

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

PROJECT: McClymonds High School Exterior Painting Project

PROJECT NO.: 13204 5 (PR1527)

RESOLUTION NUMBER: 1415-1138

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 Forty-three (43) 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 July 27, 2015.

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

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class B-C33/949627 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:

One hundred eighty-seven thousand dollars

(\$187,000.00), (Base Contract Amount)

+ Two thousand, five hundred dollars

(\$2,500.00), (Contingency Allowance Amount)

= One hundred ninety-nine thousand, five hundred dollars

(\$199,500.00), ("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 employes on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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


Susie Butler-Berkley
Contract Analyst

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

Dated: _____, 20__

Dated: May 4, 2015

OAKLAND UNIFIED SCHOOL DISTRICT

George E. Masker, Inc CONTRACTOR

By: 

By: 

Print Name: James Harris

Print Name: Alan A. Bjerke

Print Title: President, Board of Education

Print Title: President

By: 

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: 

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management


5/28/15
SEA

Approved as to Form:

By: 

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

File ID Number: 15-0986

Introduction Date: 6-10-15

Enactment Number: 15-0871

Enactment Date: 6-10-15

By:

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

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 George E. Masker, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

McClymonds High School Exterior Painting Project, Project No. 13204 (Project Name)
(Project" or "Contract") (PR1527)

which Contract dated April 23, 2015, 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:

One Hundred Ninety Nine Thousand Five Hundred and No/100----- DOLLARS

(\$ 199,500.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
McClymonds High School
Exterior Painting
Project No. 13205
March 10, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

Western Surety Company
555 Mission Street, Suite 200
San Francisco, CA 94105

Attention: Patrick Diebel

Telephone No.: (415) 932 - 7172

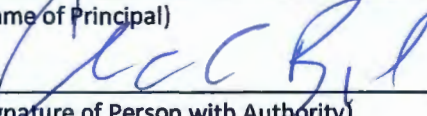
Fax No.: (415) 940 - 1363

E-mail Address: patrick.diebel@cnsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6th day of May, 2015.

Principal

George E. Masker, Inc.
(Name of Principal)

By: 
(Signature of Person with Authority)

Alan A. Burke, President
(Print Name)

Surety

Western Surety Company
(Name of Surety)

By: 
(Signature of Person with Authority)

John J. Daley, Attorney-in-Fact
(Print Name)

Poms & Associates Insurance Brokers, Inc.
(Name of California Agent of Surety)
1255 Treat Boulevard, 10th Floor
Walnut Creek, CA 94597
(Address of California Agent of Surety)

925/338-8400
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
McClymonds High School
Exterior Painting
Project No. 13205
March 10, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On May 6, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or 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 
signature of Notary Public



Place Notary Seal 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

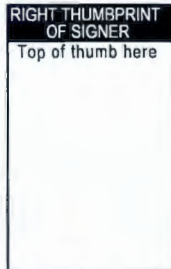
Title or Type of Document Bond Number 929601882

Document Date: May 6, 2015 Number of Pages: Two (02)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 Individual
 Corporate Officer - Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
Western Surety Company

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



Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L B Barnett, Kenneth J Goodwin, John J Daley, Teagan Chastain, Individually

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2013



WESTERN SURETY COMPANY

Paul T. Bruflat

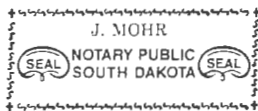
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of August, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of May, 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

DOCUMENT 00 61 15

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

McClymonds High School Exterior Painting Project, Project No. 13204 5 (Project Name)
("Project" or "Contract") (PR1527)

which Contract dated April 23, 20 15, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

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

One Hundred Ninety Nine Thousand Five Hundred and No//100----- DOLLARS

(\$ 199,500.00-----), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
McClymonds High School
Exterior Painting
Project No. 13205
March 10, 2015

PAYMENT BOND
DOCUMENT 00 61 15 -1

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6th day of May, 2015.

Principal

Surety

George E. Masker, Inc.

Western Surety Company

(Name of Principal)

(Name of Surety)

By:

[Handwritten Signature]

By:

[Handwritten Signature]

(Signature of Person with Authority)

(Signature of Person with Authority)

Alan A. Bjirke, President
(Print Name)

John J. Daley, Attorney-in-Fact
(Print Name)

Poms & Associates Insurance Brokers, Inc.

(Name of California Agent of Surety)
1255 Treat Boulevard, 10th Floor
Walnut Creek, CA 94597

(Address of California Agent of Surety)

925/338-8400

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

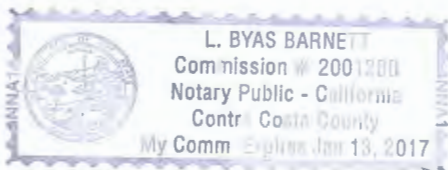
State of California

County of Contra Costa

On May 6, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or 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.



Place Notary Seal Above

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 of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number 929601882

Document Date: May 6, 2015 Number of Pages: Two (02)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley

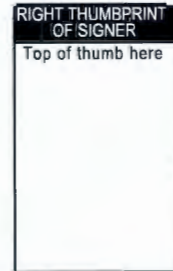
- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
Western Surety Company

Signer's Name: _____

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



Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L B Barnett, Kenneth J Goodwin, John J Daley, Teagan Chastain, Individually

of Woodland Hills, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of August, 2013



WESTERN SURETY COMPANY

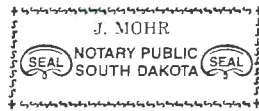
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of August, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of May, 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner

Walter M. Healey
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2015

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

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

PRODUCER Risk Concepts Ins Brokers, Inc 3480 Buskirk Ave, Suite 260 Pleasant Hill CA 94523	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 925-933-9200 E-MAIL ADDRESS: Certificates@rcibrokers.com	FAX (A/C, No): 855-928-2211													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :United Specialty Insurance Com</td> <td>12537</td> </tr> <tr> <td>INSURER B :America Fire and Casualty Co.</td> <td>24066</td> </tr> <tr> <td>INSURER C :Navigators Specialty Insurance</td> <td>42307</td> </tr> <tr> <td>INSURER D :Travelers Property Casualty</td> <td></td> </tr> <tr> <td>INSURER E :Cypress Insurance Co</td> <td>10855</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :United Specialty Insurance Com	12537	INSURER B :America Fire and Casualty Co.	24066	INSURER C :Navigators Specialty Insurance	42307	INSURER D :Travelers Property Casualty		INSURER E :Cypress Insurance Co	10855	INSURER F :
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INSURED **CERTIFICATE NUMBER:** 487872512 **REVISION NUMBER:** Evidence

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BTO1427201	10/1/2014	10/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 BI&PD Deductible \$10,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA55769513	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SF14EXC791050IV	10/1/2014	10/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GEWC600722	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased/Rented Equipment			QT6605448B04414X	10/1/2014	10/1/2015	Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance
GEM #33412 OUSD #13204 5 (PR1527)
Job: McClymonds High School Exterior, 2607 Myrtle Street, Oakland, CA

CERTIFICATE HOLDER 33412 Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: McClymonds High School
Project: Interior Painting
Project #: 13205
Estimate: \$250,000

#303
Exterior

Date: Wednesday, April 13, 2015
Time: 2:30 PM
Project Mgr: Robert Strong Jr.
Architect: _____

Signature of Witness to Bid

Signature of Bid Opener

Company: CAM Painting	Base Bid: \$187,000.00	Required Day of Bid:	
Address: 29 Hackamore Lane	Allowance: \$ 2,500.00	Signed Bid Form	X
City/State: Bell Canyon CA	TOTAL: \$ 189,500.00	Addendum Acknow.	X
Phone: 818-716-7410	Alternates:	Bid Bond	X
Fax: 818716-7443		Non-Collusion	X
NON RESPONSIVE		Iran Contracting Certification	X
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	X
	1:40 PM 4/13/2015	Contractor's Sub List	X
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z	X
	2:35pm 4/13/2015	Local Business Participation Form	X
		DVBE Forms	X
Company: George Masker Inc	Base Bid: \$197,000.00	Required Day of Bid:	
Address: 7699 Edgewater Drive	Allowance: \$2,500.00	Signed Bid Form	X
City/State: Oakland, CA	TOTAL: \$199,500.00	Addendum Acknow.	X
Phone: 510-568-1206	Alternates:	Bid Bond	X
Fax: 510-638-2530		Non-Collusion	X
		Iran Contracting Certification	X
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	X
	1:36 PM 4/13/2015	Contractor's Sub List	X
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z	X
	2:35 PM 4/13/2015	Local Business Participation Form	X
		DVBE Forms	X
Company: OnPoint Construction	Base Bid: \$231,000.00	Required Day of Bid:	
Address: 322 Lang Rd	Allowance: \$2,500.00	Signed Bid Form	X
City/State: Burlingame, CA	TOTAL: \$233,500.00	Addendum Acknow.	X
Phone: 650-347-3090	Alternates:	Bid Bond	X
Fax: 650-347-3099		Iran Contracting Certification	X
NON-RESPONSIVE		Long Form Pre-Q	X
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	X
	1:52 PM 4/13/2015	Contractor's Sub List	X
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z	X
	2:35 PM 4/13/2015	Local Business Participation Form	X
		DVBE Forms	X
Company:	Base Bid:	Required Day of Bid:	
Address:	Allowance:	Signed Bid Form	
City/State:	TOTAL:	Addendum Acknow.	
Phone:	Alternates:	Bid Bond	
Fax:		Non-Collusion	
		Iran Contracting Certification	
	<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	
		Contractor's Sub List	
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Debarment Suspension & Schd Z	
		Local Business Participation Form	
		DVBE Forms	

DOCUMENT 00 41 13

BID FORM

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

From: George E. Masker, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 13205

PROJECT: McClymonds High School Exterior Painting

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

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

One Hundred Ninety-Seven Thousand	Dollars	\$	197,000.00
BASE BID Amount			
Two Thousand Five Hundred			\$2,500.00
Contingency Allowance Amount			
One Hundred Ninety-Nine Thousand and Five Hundred	dollars	\$	199,500.00
TOTAL BID Amount			

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

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____



City of Oakland
Office of Economic Development

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **George E. Masker Inc.**

Project: McClymonds HS Exterior Painting

Project #:13205

Estimate: \$250,000

Date: Monday, April 13, 2015

Time: 2:30 pm

Project Mgr: Robert Strong Jr.

Architect:

Based Bid		\$	197,000.00
Verified Local Business Participation	2.0%	\$	3,940.00
Based Bid W/ LBP Discount		\$	193,060.00

	LBE	SLB	SLBR	COMMENTS:
Company: George E. Masker Inc. Address: 7699 Edgewater Drive City/State: Oakland, CA Phone:(510) 568-1206	75.00%			1 2 3 4
Company: Allied Painters Address: 3425 Ettie Street City/State:Oakland, CA Phone:(510) 658-4315		25.00%		1 2 3 4
Company: Address: City/State:Oakland, CA Phone:(510)				1 2 3 4

TOTAL PARTICIPATION	75.0%	25.0%	0.0%	100.00%
----------------------------	--------------	--------------	-------------	----------------

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

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

Dated this 13th day of April 20 15

Name of Bidder George E. Masker, Inc.

Type of Organization Corporation

Signed by _____

Title of Signer Alan A. Bjerke

Address of Bidder 7699 Edgewater Drive

Taxpayer's Identification No. of Bidder 94-1555101

Telephone Number (510) 568-1206

Fax Number (510) 638-2530

E-mail matt@maskerpainting.com Web page www.maskerpainting.com

Contractor's License No(s): No.: 219160 Class: 33 Expiration Date: 4/30/17

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: George E. Masker, Inc.

President: Alan A. Bjerke

Secretary: N/A

Treasurer: Alan A. Bjerke

Manager: Oscar Chagoya

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: George E. Masker, Inc.
 Project: McClymonds High School
 Project #: 13205
 Estimate:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$ 197,000.00	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: Allied Painters, Inc Address: 3425 Ettie Street City/State: Emeryville, CA 94608 Phone: (510) 658-4315	\$ 49,250.00		25%		6959
Company: George E. Masker, Inc. Address: 7699 Edgewater Drive City/State: Oakland, CA 94621 Phone: (510) 568-1206	\$ 147,750.00	75%			4704
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$197,000.00	75%	25%	0.0%	100%

APPROVAL- LBU Compliance Officer

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



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **CAM Painting**

Project: McClymonds HS Exterior Painting

Project #:13205

Estimate: \$250,000

Date: Monday, April 13, 2015

Time: 2:30 pm

Project Mgr: Robert Strong Jr.

Architect:

Based Bid		\$	187,000.00	
Verified Local Business Participation	0.0%	\$	-	
Based Bid W/ LBP Discount		\$	187,000.00	NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
Company: CAM Painting				1
Address: 29 Hackamore Lane				2
City/State: Bell Canyon, CA				3
Phone:(818)716-7410				4
Company: Citywide Painting and Construction				1
Address: 7817 Oakport St., Ste. 101				2
City/State:Oakland, CA		34.47%		3
Phone:(510) 633-2432				4
Company: Kelly Moore Paint Company, Inc.				1
Address: 4917 International Blvd.				2
City/State:Oakland, CA	15.00%			3
Phone:(510) 501-8323				4

TOTAL PARTICIPATION	15.00%	34.47%	0.00%	49.47%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **On Point Construction**

Project: McClymonds HS Exterior Painting

Project #:13205

Estimate: \$250,000

Date: Monday, April 13, 2015

Time: 2:30 pm

Project Mgr: Robert Strong Jr.

Architect:

Based Bid \$ 231,000.00

Verified Local Business Participation 0.0% \$ -

Based Bid W/ LBP Discount \$ 231,000.00 **NON-RESPONSIVE**

	LBE	SLB	SLBR	COMMENTS:
Company: On Point Construction Address: 322 Lang Road City/State: Burlingame, CA Phone:(650)347-3090				1 Did Not Meet LBP Minimum Requirement 2 Did Not Meet Minimum SLBE Requirement 3 4
Company: Kelly Moore Paint Co., Inc. Address: 4917 International Blvd. City/State:Oakland, CA Phone:(510) 501-8323				1 No LBP Amount Listed 2 3 4
Company: ICI Painting Address: City/State: Phone:()				1 Not Currently Certified with the City of Oakland 2 3 4
Company: Cresco Equipment Rentals Address: City/State:Oakland, CA Phone:(510)				1 Not Currently Certified with the City of Oakland 2 3 4
Company: United Rentals, Inc. Address: City/State:Oakland, CA Phone:(510)				1 Not Currently Certified with the City of Oakland 2 3 4
Company: A & B Painting, Inc. Address: 1000 Broadway Avenue City/State:Oakland, CA Phone:(408) 727-4915	26.00%			1 2 3 4

TOTAL PARTICIPATION	26.00%	0.00%	0.00%	26.00%
----------------------------	---------------	--------------	--------------	---------------

DOCUMENT 00 41 13

BID FORM

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

From: CAM Painting, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 13205**

PROJECT: McClymonds High School Exterior Painting

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

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

one hundred eighty-seven thousand _____ Dollars	\$ 187,000.00
BASE BID Amount	
Two Thousand Five Hundred _____	\$2,500.00
Contingency Allowance Amount	
one hundred eighty-nine thousand five hundred _____ dollars	\$ 189,500.00
TOTAL BID Amount	

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

Additive/Deductive Alternates:

Alternate #1

NONE _____ dollars	\$ _____
--------------------	----------

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

NONE _____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

NONE _____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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

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

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>03/20/2015</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>03/20/2015</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>03/25/2015</u>	No. _____, Dated _____
No. <u>4</u> , Dated <u>03/25/2015</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. **License.**
- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

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

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

Dated this 11th day of April 20 15

Name of Bidder CAM Painting, Inc.

Type of Organization Corporation

Signed by [Signature]

Title of Signer President

Address of Bidder 29 Hackamore Lane, Bell Canyon CA - 91307

Taxpayer's Identification No. of Bidder 95-4532693

Telephone Number 818-716-7410

Fax Number 818-716-7443

E-mail campainting@sbcglobal.net Web page N/A

Contractor's License No(s): No.: 710805 Class: B,C-33 Expiration Date: 08/31/2015

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: CAM Painting, Inc.

President: Priamos Yennaris

Secretary: Priamos Yennaris

Treasurer: Priamos Yennaris

Manager: Priamos Yennaris

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: CAM Painting, Inc.
 Project: McClymonds High School Exterior Painting
 Project #: 13205
 Estimate: \$250,000.00

Bid Opening Date: 04/13/2015
 Time: 2:30 PM
 Project Mgr: Robert Strong
 Architect: N/A

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.
\$187,000.00					
PRIME Company: Citywide Painting & Construction Address: 7817 Oakport Street, Suite 101 City/State: Oakland, CA Phone: 510-633-2432	\$ 64,450.00		35%		3092
Company: Kelly Moor Paint Company Inc. Address: 4917 International Blvd City/State: Oakland, CA Phone: 510-501-8323	\$ 28,050.00	15%			7187
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$92,500	15%	35%	0.0%	50%

APPROVAL - LBU Compliance Officer

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

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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

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

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/16/2015</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3/17/2015</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>3/25/2015</u>	No. _____, Dated _____
No. <u>4</u> , Dated <u>3/25/2015</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.
- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. The Bidder represents that It is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

DOCUMENT 00 41 13

BID FORM

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

From: OnPoint Construction
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 13205**

PROJECT: McClymonds High School Exterior Painting

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

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

<u>two hundred twenty one thousand</u> Dollars \$ <u>231,000</u> BASE BID Amount	
Two Thousand Five Hundred Contingency Allowance Amount	\$2,500.00

two hundred twenty three thousand ^{Five hundred} dollars \$ 233,500
TOTAL BID Amount

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

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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

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

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.

6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Site-Visit Certification, if a site visit was required.
- The Noncollusion Affidavit
- Iran Contracting Act Certification

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

No. <u>1</u> , Dated <u>March 16, 2015</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>March 17, 2015</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>March 25, 2015</u>	No. _____, Dated _____
No. <u>4</u> , Dated <u>March 25, 2015</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

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

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

Dated this 13 day of April 20 15
Name of Bidder OnPoint Construction
Type of Organization Partnership
Signed by x J. Hunt
Title of Signer Partner
Address of Bidder 322 Lang Road, Burlingame, CA 94010
Taxpayer's Identification No. of Bidder 27-2354051
Telephone Number 450-347-3090
Fax Number 450-347-3099
E-mail onpointdk@att.net Web page N/A
Contractor's License No(s): No.: 919627 Class: B+C-33 Expiration Date: July 31, 2016
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: N/A
President: _____
Secretary: _____
Treasurer: _____
Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *OnPoint Construction*
 Project: *MCClymonds H.S. Ext. Paint*
 Project #: *13205*
 Estimate: *\$ 231,000*

Bid Opening Date: *April 13, 2015*
 Time: *2:30 pm*
 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: <i>Kelly Moore</i> Address: City/State: Phone:	\$				
Company: <i>ICI Paints</i> Address: City/State: Phone:	\$ <i>40,000</i>	<i>17%</i>			
Company: <i>Cresco Equipment</i> Address: City/State: Phone:	\$				
Company: <i>United Rentals</i> Address: City/State: Phone:	\$ <i>15,000</i>	<i>7%</i>			
Company: <i>AJ-B Painting</i> Address: City/State: Phone:	\$ <i>60,060</i>	<i>26%</i>			
TOTAL PARTICIPATION	\$ <i>0.00</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>

50%

APPROVAL- LBU Compliance Officer

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



AWARD OF BID ROUTING FORM

Project Information			
Project Name	McClymonds High School Exterior Painting	Site	303
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	George Masker, Inc.	Agency's Contact	Alan A. Bjerke		
OUSD Vendor ID #	V050057	Title	Project Manager		
Street Address	7699 Edgewater Drive	City	Oakland	State	CA Zip 94621
Telephone	510-568-1206	Policy Expires	10-1-2015		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13205 (PR1527)				

Term			
Date Work Will Begin	6-10-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	7-27-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$199,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
1414	Deferred Maintenance	3039092802	6200	\$199,500.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Buildings and Grounds			
	Signature <i>Roland Breaugh</i>	Date Approved	5/7/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature <i>[Signature]</i>	Date Approved	5-7-15	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature <i>[Signature]</i>	Date Approved	5/8/15	
4.	Chief Operations Officer			
	Signature <i>Mark Dean-Judwell</i>	Date Approved	5/15/15	
5.	President, Board of Education			
	Signature	Date Approved		