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Committee	Facilities
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# Memo

To Board of Education 

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

Board Meeting Date June 12, 2013

Subject Award of Bid - Wickman Development and Construction - Whittier Portable Installation Project

**Action Requested**

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0166, Award of Bid and Construction Contract on behalf of the District for the Whittier Installation Project to Wickman Development and Construction, 319 Rutledge Street, San Francisco, CA 94110 in the amount of \$198,500.00, 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: three hundred sixty-five days(365) Calendar Days, commencing June 12, 2013, and ending on June 12, 2014.

**Background**

To accommodate increased enrollment at school site.

**Local Business Participation Percentage**

34.70%

**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. 1213-0166, Award of Bid and Construction Contract on behalf of the District for the Whittier Installation Project to Wickman Development and Construction, 319 Rutledge Street, San Francisco, CA 94110 in the amount of \$198,500.00, 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: three hundred sixty-five days(365) Calendar Days, commencing June 12, 2013, and ending on June 12, 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. 1213-0166**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
WHITTIER ELEMENTARY SCHOOL PORTABLE INSTALLATION  
PROJECT**

**WHEREAS the DISTRICT** has heretofore requested bids includes the installation of two (2) district leased portables, including electrical, plumbing, fire, intrusion, data and telecommunications 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:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Wickman Development and Construction	San Francisco, CA	\$198,500.00
Ray's Electric	Oakland, CA	\$220,000.00
Trinet Construction	San Francisco, CA	\$244,000.00

and,

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

**RESOLUTION OF THE  
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PROJECT**

**Page 2 of 2**

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **WICKMAN DEVELOPMENT AND CONSTRUCTION** , for the performance of the bid work, in the amount of **ONE HUNDRED NINETY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$198,500.00)** 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 **WICKMAN DEVELOPMENT AND CONSTRUCTION** for the performance of bid work.

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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 12, 2013.

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Edgar Rakestraw, Jr.  
Secretary, Board of Education

**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **15<sup>th</sup> day of May, 2013**, by and between the Oakland Unified School District ("District" or "Owner") and **Wickman Development and Construction** ("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: **Whittier Portable Installation Project**

PROJECT NO.: **13103**

RESOLUTION NUMBER: **1213-0166**

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/B 90768 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-three thousand, five hundred dollars and no cents**

**(\$183,500.00), (Base Contract Amount)**

+ **Fifteen thousand dollars**

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

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= **One hundred ninety-eight, five hundred dollars and no cents**

**(\$198,500.00), ("Contract Price")**

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

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

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

**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>

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**Susie Butler-Berkley**  
**Contract Analyst**



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

Dated: \_\_\_\_\_, 20\_\_

Dated: May 14<sup>th</sup>, 2013

**OAKLAND UNIFIED SCHOOL DISTRICT**

Wickman Development M2 Construction **CONTRACTOR**

By: \_\_\_\_\_

By: 

Print Name: David Kakashiba

Print Name: Jonathan Wickman

Print Title: President, Board of Education

Print Title: President

By: \_\_\_\_\_

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: 

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 Wickman Development and Construction, ("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:

Whittier Interim Housing; Project No. 13103 (Project Name)  
("Project" or "Contract")

which Contract dated May 15<sup>th</sup>, 2013, 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 U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Ninety Eight Thousand Five Hundred Dollars and 00/100 DOLLARS (\$198,500.00), 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.

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**  
**Greenleaf at Whittier Elementary School**  
**Interim Housing**  
**Project No. 13103**  
**April 17, 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:

U.S. Specialty Insurance Company

601 South Figueroa Street, Suite 1600  
Los Angeles, CA 94103

Attention: Jennifer Dodge

Telephone No.: ( 310 ) 242 - 2989

Fax No.: ( 310 ) 242 - 2989

E-mail Address: JDodge@hccsurety.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 14TH day of May, 2013.

Wickman Development and Construction

Principal

By 

Jonathan Wickman

U.S. Specialty Insurance Company

Surety

By 

Anthony F. Angelicola, Attorney-in-Fact

First Pacific Bonding

Name of California Agent of Surety  
5 Third Street, Suite #825  
San Francisco, CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Greenleaf at Whittier Elementary School  
Interim Housing  
Project No. 13103  
April 17, 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

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:

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

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 \*\*\*\*\*Four Million\*\*\*\*\* Dollars (\$ \*\*4,000,000.00\*\*).

This Power of Attorney shall expire without further action on March 18, 2015. 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 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

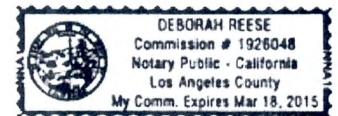
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, 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 14TH day of May, 2013

Corporate Seals

Bond No. 1000971981 Agency No. 2009



[Signature] Jeannie Lee, Assistant Secretary

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

№ 07984

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Liability,  
Workers' Compensation, Aircraft, and Miscellaneous

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 29th  
day of December, 2004, I have hereunto  
set my hand and caused my official seal to be affixed this  
29th day of December, 2004.



By

John Garamendi  
Insurance Commissioner

Victoria S. Stuber  
for Ida Zodrow Deputy  
Asst. Chief 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 Insurance Code Section 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California

County of San Francisco

On May 14, 2013 before me, Eliannet Sandoval Oquendo, Notary Public

personally appeared Anthony F. Angelicola

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Bond #: 1000971981  
Premium: Included

**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 Wickman Development and Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Whittier Interim Housing; Project No. 13103 (Project Name)  
("Project" or "Contract")

which Contract dated May 15<sup>th</sup>, 2013, 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 U.S. Specialty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Ninety Eight Thousand Five Hundred Dollars 00/100 Dollars (\$ 198,500.00), 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 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**  
**Greenleaf at Whittier Elementary School**  
**Interim Housing**  
**Project No. 13103**  
**April 17, 2013**

**PAYMENT BOND**  
**DOCUMENT 00 61 15 -1**

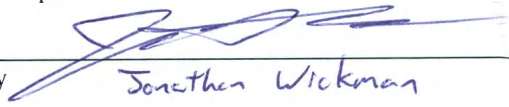


IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 14TH day of May, 2013 .

Wickman Development and Construction

Principal

By

  
Jonathan Wickman

U.S. Specialty Insurance Company

Surety

By

Anthony F. Angelicola, Attorney-In-Fact

First Pacific Bonding

Name of California Agent of Surety

5 Third Street, Suite #825  
San Francisco, CA 94103

Address of California Agent of Surety

415-543-0111

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Interim Housing  
Project No. 13103  
April 17, 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:

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

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 \*\*\*\*Four Million\*\*\*\* Dollars (\$\*\*4,000,000.00\*\*).

This Power of Attorney shall expire without further action on March 18, 2015. 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 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, 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 14TH day of May, 2013

Corporate Seals



Bond No. 1000971981 Agency No. 2009

[Signature] Jeannie Lee, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Francisco

On May 14, 2013  
Date

before me, Eliannet Sandoval Oquendo, Notary Public  
Here insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Anthony F. Angelicola  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Greenleaf at Whittier Elementary School  
 Project: Portables  
 Project #: 13103  
 Estimate: \$175,000

Date: Wednesday, May 8, 2013  
 Time: 2:30 PM  
 Project Mgr: Kenya Chatman  
 Architect: Gelfand Partners Architects

Signature of Witness to Bid Jeanne Cerny

Signature of Bid Opener [Signature]

<b>Company:</b>	World Priority	<b>Base Bid:</b>	\$162,500.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	14850 Highway 4, A248	<b>Allowance:</b>	\$ 15,000.00	Signed Bid Form	X
<b>City/State:</b>	Discovery Bay, CA	<b>TOTAL:</b>	\$ 177,500.00	Addendum Acknow.	X
<b>Phone:</b>	925-420-6210	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	925-420-6381			Non-Collusion	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		12:33 PM	5/8/2013	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
<b>Company:</b>	Wickman Development & Const	<b>Base Bid:</b>	\$183,500.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	319 Rutledge Street	<b>Allowance:</b>	\$15,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco, CA	<b>TOTAL:</b>	\$198,500.00	Addendum Acknow.	X
<b>Phone:</b>	415-215-3473	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	415-341-0155			Non-Collusion	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:53 PM	5/8/2013	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
<b>Company:</b>	Rays Electric	<b>Base Bid:</b>	\$205,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	411 Pendleton Way, Ste B	<b>Allowance:</b>	\$15,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$220,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-577-7700	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-577-7706			Non-Collusion	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:55 PM	5/8/2013	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
<b>Company:</b>	Trinet Construction	<b>Base Bid:</b>	\$ 229,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2560 Marin St	<b>Allowance:</b>	15,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco, CA	<b>TOTAL:</b>	\$ 244,000.00	Addendum Acknow.	X
<b>Phone:</b>	415-695-7812	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	415-695-7830			Non-Collusion	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		2:19 PM	5/8/2013	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:30 PM	5/8/2013	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b>	Dan Electric	<b>Base Bid:</b>	\$ 230,000.00	<b>Required Day of Bid:</b>		
<b>Address:</b>	2990 Teagarden St	<b>Allowance:</b>	\$ 15,000.00	Signed Bid Form		X
<b>City/State:</b>	San Leandro	<b>TOTAL:</b>	\$ 245,000.00	Addendum Acknow.		X
<b>Phone:</b>	510-351-7100	<b>Alternates:</b>		Bid Bond		X
<b>Fax:</b>	510-351-3200			Non-Collusion		X
				Long Form Pre-Q		X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification		X
		1:44 PM	5/8/2013	Contractor's Sub List		X
				<b>Required Doc's within 24 hrs</b>		
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z		
		2:30 PM	5/8/2013	Local Business Participation Form		
				DVBE Forms		
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>		
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form		
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.		
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond		
<b>Fax:</b>				Non-Collusion		
				Long Form Pre-Q		
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification		
			5/8/2013	Contractor's Sub List		
				<b>Required Doc's within 24 hrs</b>		
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z		
		1:00 PM	5/8/2013	Local Business Participation Form		
				DVBE Forms		
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>		
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form		
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.		
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond		
<b>Fax:</b>				Non-Collusion		
				Long Form Pre-Q		
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification		
			5/8/2013	Contractor's Sub List		
				<b>Required Doc's within 24 hrs</b>		
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z		
		1:00 PM	5/8/2013	Local Business Participation Form		
				DVBE Forms		
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>		
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form		
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.		
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond		
<b>Fax:</b>				Non-Collusion		
				Long Form Pre-Q		
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification		
				Contractor's Sub List		
				<b>Required Doc's within 24 hrs</b>		
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z		
				Local Business Participation Form		
				DVBE Forms		

Written By:

Read By: Juanita White

**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: World Priority  
(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 – Whittier Elementary School  
PROJECT NO.: 13103

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

<b>Base Bid Amount:</b>	\$ <u>162,500.00</u>
<b>Contingency Allowance Amount:</b>	\$ <u>15,000.00</u>
<b>Total Bid Amount:</b>	\$ <u>177,500.00</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>5/2/13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>5/3/13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a 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 6<sup>TH</sup> day of May 2013

Name of Bidder World Priority

Type of Organization Partnership

Signed by Edward Haberle

Title of Signer CEO

Address of Bidder 14850 Highway 4, A248 Discovery Bay CA 94505

Taxpayer's Identification No. of Bidder 27-1996942

Telephone Number 925-420-6210

Fax Number 925-420-6381

E-mail admin@worldpriority.com Web page www.worldpriority.com

Contractor's License No(s): No.: 961279 Class: B Expiration Date: 10/31/13

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 41 13**  
**(FORMERLY DOCUMENT 00140)**

**BID FORM**

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

From: Vickman Development And 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.

PROJECT: Interim Housing - Whittier Elementary School  
PROJECT NO.: 13103

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

Base Bid Amount:	\$	<del>165,000</del> <sup>SPW</sup> 183,500
Contingency Allowance Amount:	\$	15,000.00
Total Bid Amount:	\$	<del>180,000</del> 198,500 <sub>SPW</sub>

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Interim Housing  
Project No. 13103  
April 17, 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  
Greenleaf at Whittier Elementary School  
Interim Housing  
Project No. 13103  
April 17, 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>5/5/13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

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

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

Dated this 21<sup>st</sup> day of May 2013

Name of Bidder Wickman Development And Construction

Type of Organization S-Corporation

Signed by [Signature]

Title of Signer President

Address of Bidder 319 Rutledge St, San Francisco CA 94110

Taxpayer's Identification No. of Bidder 80-0799466

Telephone Number 415-215-3473

Fax Number 415-341-0155

E-mail jdwickman@gmail.com Web page www.wickmandevelopment.com

Contractor's License No(s): No.: 970768 Class: A&D Expiration Date: 08/31/14

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Wickman Development And Construction

President: Jonathan Wickman

Secretary: Jonathan Wickman

Treasurer: Jonathan Wickman

Manager: Jonathan Wickman

END OF DOCUMENT

# E

Supplemental




## DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

Wickman Development And Construction  
Company Name

Jonathan Wickman  
Name (Print)

President  
Title

  
Authorized Signature

05/08/13  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2013

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).

<b>PRODUCER</b> DA INSURANCE BROKERS 41790 WINCHESTER RD STE G TEMECULA CA 92590	<b>CONTACT NAME:</b> ANTHONY ELLENA	
	<b>PHONE (A/C No, Ext):</b> 951-296-0139	<b>FAX (A/C No):</b> 951-719-2905
<b>E-MAIL ADDRESS:</b> weserve@dainsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Preferred Contractors Insurance Co.		
<b>INSURER B:</b> UNITED FINANCIAL CASUALTY CO		
<b>INSURER C:</b> STATE COMPENSATION INSURANCE FUND		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR POLY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PC0005368-00	9/25/2012	9/25/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> SUBJECT TO DEDUCTIBLE \$ Y <input type="checkbox"/> BI/PD \$1000 PER CLAIM GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		02052726-0	2/7/2013	02/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		9056263-13	5/10/2013	5/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N A Y				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JOBSITE: 6328 E 17TH STREET, OAKLAND, CA 94621  
 THE OAKLAND UNIFIED SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES AND AGENTS, THE STATE OF CALIFORNIA, CONSTRUCTION MANAGER, PROJECT MANAGER KENYA CHATMAN, INSPECTORS AND ARCHITECT ARE NAMED AS ADDITIONALLY INSURED WITH RESPECT TO THE GENERAL LIABILITY AND COMMERCIAL AUTO POLICIES. THESE POLICIES SHALL NOT BE AMENDED MODIFIED OR CANCELLED WITHOUT 30 DAYS DUE NOTICE TO THE ABOVE CAPTIONED PARTIES.

**CERTIFICATE HOLDER**

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

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## AWARD OF BID CONTRACT ROUTING FORM

### Project Information

<b>Project Name</b>	Whittier Portable Installation	<b>Site</b>	Whittier Elementary School
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### Basic Directions

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

<b>Attachment Checklist</b>	<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
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### Contractor Information

<b>Contractor Name</b>	Wickman Development and Construction	<b>Agency's Contact</b>	Jonathon Wickman			
<b>OUSD Vendor ID #</b>		<b>Title</b>	Project Manager			
<b>Street Address</b>	319 Rutledge Street	<b>City</b>	San Francisco	<b>State</b>	CA	<b>Zip</b> 94110
<b>Telephone</b>	415-215-3473	<b>Policy Expires</b>	9-25-2013			
<b>Contractor History</b>	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No			
<b>OUSD Project #</b>	13103					

### Term

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

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$198,500.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	


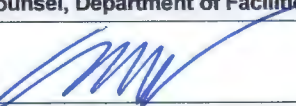
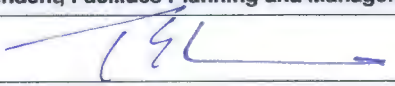
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1639003890	6271	\$198,500.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081	<b>Fax</b>	510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>					
	<b>Signature</b>		<b>Date Approved</b>	5-15-13		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>	5-21-13		
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>	5/31		
4.	<b>President, Board of Education</b>					
	<b>Signature</b>		<b>Date Approved</b>			