

Board Office Use: Legislative File Info.	
File ID Number	13-1668
Committee	Facilities
Introduction Date	8-14-2013
Enactment Number	13-1567
Enactment Date	8/14/13 <i>ed</i>



Memo

To Board of Education
From Gary Yee, ^{Ed} Ph.D., Superintendent *[Signature]*
 Timothy White, Associate Superintendent, Facilities Planning and Management *[Signature]*
Board Meeting Date August 14, 2013
Subject Maintenance Contract - Chain Link Fence - District-wide Project

Action Requested Approval by the Board of Education of an Maintenance Contract with Chain Link Fence for Fencing Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$175,000.00. The term of this Agreement shall commence on August 14, 2013 and shall conclude no later than February 27, 2014.

Background The District is in need of an installation and maintenance company to maintain the fencing throughout the sites, Chain Link Fence has been retained to provide this service.

Local Business Participation Percentage 0.00% (Sole Source)

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

Approval by the Board of Education of an Maintenance Contract with Chain Link Fence for Fencing Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$175,000.00. The term of this Agreement shall commence on August 14, 2013 and shall conclude no later than February 27, 2014.

Fiscal Impact

Deferred Maintenance

Attachments

- Maintenance Contract including scope of work

MAINTENANCE CONTRACT
BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT
AND
CHAIN LINK FENCE INC.
IN AN AMOUNT NOT TO EXCEED \$175,000.00
FOR
DISTRICT WIDE

Project No. 13114

THIS AGREEMENT is made as of the **18th day of June, 2013** by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and CHAIN LINK FENCE INC. 241 Rickenbacker Circle, Livermore, CA 94550 ("CONTRACTOR") at District Wide Site.

WHEREAS, the DISTRICT desires to engage Contractor to furnish the labor, equipment, materials and services identified in Section 1, Scope of Work, below; and

WHEREAS, CONTRACTOR desires to furnish such labor, equipment, materials and services and has represented that it possesses the necessary license(s), permit(s) skill and experience to do so.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK:

1.1 Installation of new fencing and repair of existing fencing throughout the district as required.

2. SCHEDULE AND TIME OF COMPLETION:

2.1 The term of Agreement shall commence August 14, 2013 and shall terminate on February 27, 2014.

2.2 Delivery and Site Work Performance Schedule: The Scope of Work shall be completed as follows:

3. CONTRACT PRICE:

3.1 CONTRACTOR agrees to perform all of the work included in Section 1 for a total sum of **one hundred seventy-five dollars and no cents (\$175,000.00)**, which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by CONTRACTOR in performance of this Agreement.

4. MANNER OF PAYMENT:

4.1 Prior to receiving payment, the CONTRACTOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services, and the Director of Facilities. CONTRACTOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

5. USE OF SUBCONTRACTORS:

5.1 CONTRACTOR shall not subcontract any work to be performed by it under this Agreement without the prior written approval of DISTRICT. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

6. CHANGES BY THE DISTRICT:

6.1 In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the CONTRACTOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the CONTRACTOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

6.2 CONTRACTOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.

6.3 In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the CONTRACTOR shall if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the CONTRACTOR the amount which the DISTRICT and the CONTRACTOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the CONTRACTOR.

6.4 In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation.

6.5 It is understood, however, that the amount of work, material or equipment required to be furnished by the CONTRACTOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

7. CHANGES BY THE CONTRACTOR:

7.1 If the CONTRACTOR, on account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applied to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

8. DISTRICT APPROVAL OF WORK:

8.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise CONTRACTOR'S work. DISTRICT shall have the power to reject any material furnished or

work performed under the Agreement, which does not conform, to the terms and conditions set forth in the specifications or contract documents, if any.

9. PREVAILING WAGES:

9.1 If the work to be performed under this Agreement is a public work of improvement, the CONTRACTOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the CONTRACTOR shall forfeit as a penalty to the DISTRICT \$25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.

9.2 Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

10. INSPECTION OF WORK / DEFECTIVE OR DAMAGED WORK:

10.1 DISTRICT shall inspect the materials, equipment and work provided by CONTRACTOR within ten (10) working days of delivery and inform CONTRACTOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to the DISTRICT. CONTRACTOR shall not be responsible for vandalism or damage caused while the portable building is in DISTRICT's possession.

10.2 CONTRACTOR shall commence repair or replacement of any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. In the event of an emergency, which threatens life, safety or public health, DISTRICT shall take immediate corrective action and then notify CONTRACTOR of the work required for abatement of the emergency. If CONTRACTOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the CONTRACTOR, have the authority to perform the repair, replacement or correction of such work and deduct the cost therefrom from any compensation due or to become due to the CONTRACTOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in the Agreement.

11. WARRANTY:

CONTRACTOR hereby warrants that the goods and / or services covered by this contract free from defects.

11.1 CONTRACTOR warrants the goods and/or services covered by this contract to be free of defects in materials and workmanship for a period of one year from the date of substantial

completion of the contract, and CONTRACTOR shall pass on all manufacturers' component warranties that may be available. DISTRICT's sole and exclusive remedy under this provision shall be CONTRACTOR's repair or at CONTRACTOR's option, replacement (one of these two options is required of CONTRACTOR within the first year of purchase) of the equipment or rework of the services as applicable, with all such rework to be performed by CONTRACTOR or its designated subcontractor. Except as stated in this provision, CONTRACTOR warrants that the equipment shall meet the applicable requirements of the Field Act and other applicable statutes.

11.2 Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on CONTRACTOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at CONTRACTOR'S risk and returned to CONTRACTOR at CONTRACTOR'S expense. Defects are not waived by acceptance of goods or by failure to notify CONTRACTOR thereof.

11.3 This warranty shall be effective for a period of no less than one year from the date of delivery and installation of the portable buildings and shall survive termination of this Agreement.

12. WARRANTY OF TITLE:

12.1 CONTRACTOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when accepted by the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

13. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

13.1 The DISTRICT may terminate the Contract at any time by giving the CONTRACTOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to CONTRACTOR its allowable costs incurred to date of termination and those costs deemed necessary by CONTRACTOR to effect termination.

13.2 In the event that the CONTRACTOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may demand that CONTRACTOR immediately cease work on the project and require that CONTRACTOR or its surety pay to DISTRICT the cost to complete the work with DISTRICT'S own forces or a contractor selected by DISTRICT; or immediately terminate the Contract and pay the CONTRACTOR only its allowable costs to date of the termination. CONTRACTOR and its surety shall be responsible for all costs resulting from or arising out of CONTRACTOR's default of its obligations under this contract.

14. FAILURE TO COMPLETE CONTRACT – EFFECT:

14.1 In case of failure on the part of the CONTRACTOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the CONTRACTOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the

CONTRACTOR and his bondsmen shall be liable to the DISTRICT for loss or damage which it may suffer on account of the CONTRACTOR'S failure to complete his contract.

15. DAMAGES:

15.1 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the CONTRACTOR or any agent or person employed by him shall be sustained by the CONTRACTOR. Notwithstanding the foregoing, CONTRACTOR will not be responsible nor accept any and all claims and demands for loss of profits or other incidental, consequential and/or punitive damages arising out of or in connection with this Agreement.

16. LIQUIDATED DAMAGES:

16.1 It is agreed by the parties to the Contract that time is of the essence and in the event of delay in the completion of the work, or the delivery of the supplies, material or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay, and that it is therefore agreed that the District shall be paid the amount of zero dollars (\$0) per day as liquidated damages.

16.2 If no amount is set forth above, CONTRACTOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the CONTRACTOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

17. EFFECT OF EXTENSIONS OF TIME:

17.1 Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from said guarantee.

18. PERFORMANCE BOND:

18.1 As a condition of award of the agreement to CONTRACTOR, DISTRICT may require CONTRACTOR to execute and deliver to DISTRICT a performance bond in the amount of One hundred seventy-five thousand dollars and no Cents (\$175,000.00) with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount

greater than his liabilities on all bonds on which he is surety to the DISTRICT and the taxes on such property so assessed are not delinquent.

19. PAYMENT BOND:

19.1 As a condition of award of this agreement to CONTRACTOR, DISTRICT may require CONTRACTOR to execute and deliver to DISTRICT a payment bond in the amount of One hundred seventy-five thousand dollars and no Cents (\$175,000.00) with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, an each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of a County within the State of California, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

20. INDEMNIFICATION:

20.1 The CONTRACTOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and / or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under the Agreement by the CONTRACTOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the CONTRACTOR or its employees; and the CONTRACTOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT its directors, officers, employees and / or agents in any such action, the CONTRACTOR shall at his expense satisfy and discharge the same. This provision shall survive termination of this Agreement.

21. INFRINGEMENT OF PATENTS:

21.1 The CONTRACTOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the CONTRACTOR prompt notice in writing of the institution of the suit or proceedings and permits the CONTRACTOR through his counsel to defend the same and gives the CONTRACTOR information, assistance and authority to enable the CONTRACTOR to do so.

22. ASSIGNMENT AND DELEGATION:

22.1 The CONTRACTOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

23. EQUAL EMPLOYMENT OPPORTUNITY:

23.1 In connection with the performance of the Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

24. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

24.1 CONTRACTOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The CONTRACTOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

25. HAZARDOUS CHEMICALS AND WASTES:

25.1 The CONTRACTOR shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances arising out of the operations of CONTRACTOR or any subcontractors during the course of performance of this Contract. The CONTRACTOR shall immediately report any such release to the DISTRICT Project Manager. The CONTRACTOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

26. INSURANCE:

26.1 Workers' Compensation.

26.1.1 If CONTRACTOR employs any person to perform work in connection with this Contract, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (1,000,000) per accident or disease.

26.1.2 Prior to commencement of work under this Contract by any such employee, CONTRACTOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.2 Bodily Injury, Death and Property Damage Liability Insurance.

26.2.1 CONTRACTOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering CONTRACTOR and DISTRICT for liability arising out of the operations of CONTRACTOR and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of CONTRACTOR in the performance of work under this Contract. The policy (ies) shall be

subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONTRACTOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

26.2.2 Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

26.2.3 Prior to commencement of work hereunder, CONTRACTOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.3 Self-Insurance:

26.3.1 CONTRACTOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, CONTRACTOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

27. AUDIT AND INSPECTION OF RECORDS:

27.1 During the term of this Agreement, CONTRACTOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

28. DISTRICT REPRESENTATIVE:

28.1 Except when approval or other action is required to be given or taken by The State Administrator of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

29. NOTICES:

29.1 All communications relating to the day-to-day activities of the project shall be exchanged between the DISTRICT'S Project Manager Leroy Stokes and the CONTRACTOR'S Robert Sharp. All other notices and communications deemed by either party to be necessary or desirable to be give to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

To DISTRICT: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Facilities Department
955 High Street
Oakland, California 94601

To CONTRACTOR: Kenneth Stanley
Chain Link Fence Inc.
241 Rickenbacker Circle
Livermore, CA 94550

29.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

30. DISTRICT'S RESPONSIBILITIES

30.1 DISTRICT shall be solely responsible for compliance with applicable building codes, for obtaining any type of building permits and licenses that may be required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement. As noted above, CONTRACTOR certifies that equipment shall meet the requirements of the Education Code of the State of California.

30.2 DISTRICT shall provide and maintain a roadway to each building site so that trucks can drive alongside the building site; provide suitably leveled and compacted area at the building site for the support of crane operation in installation of the equipment, furnish power for CONTRACTOR's machine tools during the course of installation and furnish reasonably necessary utility services required by CONTRACTOR in the performance of the contract at the job site.

31. AUTHORIZATION OF SIGNATORIES

Each individual and entity executing this Contract hereby represents and warrants that he, or she or it has the capacity set forth on the signature page hereof with full power and authority to bind the parties on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

32. ATTORNEYS' FEES:

32.1 If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

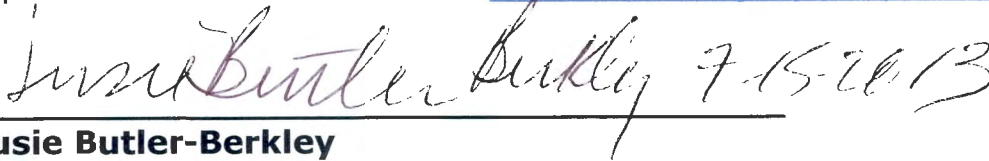
33. APPLICABLE LAW:

33.1 This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California. Any dispute regarding the Contract shall be adjudicated or mediation occurs, mediated in the County of Alameda, State of California.

34. BINDING ON SUCCESSORS:

34.1 All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

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, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CONTRACTOR:

By: [Signature] Dated: 7/3/13
Title: PRESIDENT

OAKLAND UNIFIED SCHOOL DISTRICT:

By: [Signature] Dated: 8/15/13
David Kakashiba, President, Board of Education

By: [Signature] Dated: 8/15/13
Secretary, Board of Education

By: [Signature] Dated: 7/17
Timothy E. White, Associate Superintendent
Division of Facilities, Planning and Management
Buildings and Grounds and Custodial Services

Approved as to form: [Signature] Dated: 7.16.13
Cate Boskoff, Facilities Attorney

File ID Number: 13-1668
Introduction Date: 8/14/13
Enactment Number: 13-1567
Enactment Date: 8/14/13
By: OA

10
51 01 A 01 JUL 13
OAKLAND UNIFIED SCHOOL DISTRICT
FACILITIES ATTORNEY
CATE BOSKOFF



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2013

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).

PRODUCER Pinnacle Brokers Insurance Solutions, Inc. 1330 North Broadway, Suite 204 Walnut Creek, CA 94596 www.pinnbrokers.com 0F27214	CONTACT NAME:	
	PHONE (A/C, No, Ext): 925-952-8680	FAX (A/C, No): 925-952-8681
E-MAIL ADDRESS: certs@pinnbrokers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Peerless Indemnity Insurance Company		18333
INSURER B : Republic Indemnity Co. of California		43753
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** 16948401 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		CBP 1022608	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp. Ben.-Agr. Limit \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA 1022611	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CU 8884192	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B	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	157641-11	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Coverage			CBP1022608	1/1/2013	1/1/2014	Limit: \$250,000
A	Contractors Equip Rented/Leased			CBP1022608	1/1/2013	1/1/2014	Limit: \$75,000

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

Oakland Unified School District & its directors, officer, employees, agents & representatives are named additional insured per the attached endorsement.
 Thirty (30) day advance written notice of cancellation.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District 955 High Street Oakland CA 94601	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  Carl Canaparo

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ACORD 25 (2010/05)

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POLICY NUMBER: CBP 1022608

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>where required by written contract or agreement</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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 _____ Chain Link Fence & Supply, 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:

District Wide Fence Installation, Project No. 13114 _____ (Project Name)

("Project" or "Contract")

which Contract dated June 18, 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 Guarantee Company of North America USA ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Seventy Five Thousand and 00/100 _____ DOLLARS (\$ 175,000), 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
Melrose Bridges Telephone / Clock / Intercom PAGING
Replacement Project
Project No. 12113

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:

One Towne Square Suite 1470

Southfield, Michigan 48076

Attention: _____

Telephone No.: () - 248-281-0281 ext. 6024

Fax No.: () - 248-750-0432

E-mail Address: claimsus@gcna.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 3rd day of July, 2013

Chain Link Fence & Supply, Inc.

Principal

By

The Guarantee Company of North America USA

Surety

By

Michael Reeve Attorney In Fact

Name of California Agent of Surety

1330 N Broadway, #204, Walnut Creek, CA 94596

Address of California Agent of Surety

925-952-8680

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Melrose Bridges Telephone / Clock / Intercom Paging
Replacement Project
Project No. 12113

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Heidi Gable, Michael Reeve
Pinnacle Brokers Insurance Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of July, 2013

Randall Musselman

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On 7/3/13 before me, Heidi M. Gable, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Reeve
Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.
Heidi M. Gable
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: Performance Bond

Document Date: 7-3-13 Number of Pages: 4

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Reeve

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



Signer Is Representing:
Guarantee Company of North America USA

Signer's Name: _____

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



Signer Is Representing: _____

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

District Wide Fence Installation, Project No. 13114 _____ (Project Name)
("Project" or "Contract")

which Contract dated June 18, 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 Guarantee Company of North America USA, ("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 Seventy Five Thousand Dollars (\$ 175,000), 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
Prescott Elementary School
Modernization Phase 2
Project No. 07117
March 11, 2011

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 3rd day of July, 2013

Chain Link Fence & Supply, Inc.

Principal

Mark A. Falcini

By

The Guarantee Company of North America USA

Surety

Michael Reeve

By

Michael Reeve Attorney In Fact

Name of California Agent of Surety

1330 N Broadway, #204, Walnut Creek, CA 94596

Address of California Agent of Surety

925-952-8680

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
Prescott Elementary School
Modernization Phase 2
Project No. 07117
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Heidi Gable, Michael Reeve
Pinnacle Brokers Insurance Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of July, 2013

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On 7/3/13 before me, Heidi M. Gable, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Reever
Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.
Heidi M. Gable
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: Payment Bond

Document Date: 7-3-13 Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Reever

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

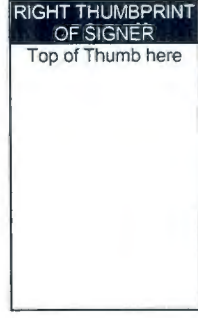
Signer Is Representing:
Guarantee Company of North America USA



Signer's Name: _____

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

Signer Is Representing:



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 _____ Chain Link Fence & Supply, 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:

District Wide Fence Installation, Project No. 13114 _____ (Project Name)
("Project" or "Contract")

which Contract dated June 18, 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 Guarantee Company of North America USA ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Seventy Five Thousand and 00/100 DOLLARS (\$ 175,000), 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
Melrose Bridges Telephone / Clock / Intercom Paging
Replacement Project
Project No. 12113

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:

One Towne Square Suite 1470

Southfield, Michigan 48076

Attention: _____

Telephone No.: () - 248-281-0281 ext. 6024

Fax No.: () - 248-750-0432

E-mail Address: claimsus@gcna.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 3rd day of July, 2013

Chain Link Fence & Supply, Inc.

Principal

By

The Guarantee Company of North America USA

Surety

By

Michael Reeve Attorney In Fact

Name of California Agent of Surety

1330 N Broadway, #204, Walnut Creek, CA 94596

Address of California Agent of Surety

925-952-8680

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Melrose Bridges Telephone / Clock / Intercom Paging
Replacement Project
Project No. 12113

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Heidi Gable, Michael Reeve
Pinnacle Brokers Insurance Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of July, 2013

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On 7/3/13 before me, Heidi M. Gable, Notary Public,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Reever,
Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.
Heidi M. Gable
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: Performance Bond

Document Date: 7-3-13 Number of Pages: 7

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Reever

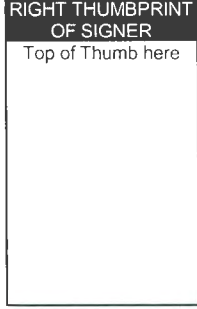
- Individual
- Corporate Officer
- Titles(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other:



Signer Is Representing:
Guarantee Company of North America USA

Signer's Name: _____

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



Signer Is Representing: _____

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

District Wide Fence Installation, Project No. 13114 _____ (Project Name)
("Project" or "Contract")

which Contract dated June 18, 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 Guarantee Company of North America USA, ("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 Seventy Five Thousand _____ Dollars (\$ 175,000 _____), 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
Prescott Elementary School
Modernization Phase 2
Project No. 07117
March 11, 2011

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 3rd day of July, 2013

Chain Link Fence & Supply, Inc.

Principal

By

The Guarantee Company of North America USA

Surety

By

Michael Reeve Attorney In Fact

Name of California Agent of Surety

1330 N Broadway, #204, Walnut Creek, CA 94596

Address of California Agent of Surety

925-952-8680

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
Prescott Elementary School
Modernization Phase 2
Project No. 07117
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Heidi Gable, Michael Reeve
Pinnacle Brokers Insurance Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of July, 2013

Randall Musselman

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On 7/3/13 before me, Heidi M. Gable, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Reever

Name(s) of Signer(s)

personally known to me -OR- 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.



WITNESS my hand and official seal.

Heidi M. Gable
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: Payment Bond

Document Date: 7-3-13 Number of Pages: 3

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Reever

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

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:
Guarantee Company of North America USA

Signer Is Representing:

7/13/13 10:40 AM
HEIDI M. GABLE
NOTARY PUBLIC

EXHIBIT A
Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Various School Sites
Project: Fencing & Repairs Project
Project #: 13114
Estimate: \$175,000

Date: Tuesday, June 4, 2013
Time: 2:00 PM
Project Mgr: Stephen Littlejohn

Signature of Witness to Bid _____ Signature of Bid Opener _____

Company: Chain Link Fence	Base Bid:	\$175,000.00	Required Day of Bid:
Address: 241 Rickenbacker Cir			Signed Bid Form
City/State: Livermore, CA	TOTAL:	\$ 175,000.00	Addendum Acknow.
Phone: 925-606-8167			Bid Bond
Fax: 925-606-9934			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	11:32 AM	6/4/2013	Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:00	6/4/2013	Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:		Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:		Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:		Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

CUPCCAA BID FORM

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

From: Chain Link Fence & Supply, Inc.

(Proper Name of Bidder)

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

PROJECT: Various School Sites – Fencing & Repairs Project
PROJECT NO.: 13114

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

One Hundred Seventy Five Thousand and 00/100	Dollars	\$ 175,000.00
Total Bid Amount:		

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. 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.
2. 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.
3. 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.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Various School Sites
Fencing & Repairs
Project No. 13114
May 17, 2013

BID FORM
DOCUMENT 00 41 13-1

6. 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
7. Bidder acknowledges that the license required for performance of the Work is a C13- Fencing Contractor license.
8. 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.
9. 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.
- ~~10. 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.~~
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.
12. 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.
13. 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.
14. 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 30th day of May 2013

Name of Bidder Chain Link Fence & Supply, Inc.

Type of Organization Corporation

Signed by Mario Anthony Facchin *Mario A. Facchin*

Title of Signer Secretary/Treasurer

Address of Bidder 241 Rickenbacker Circle, Livermore, CA 94551

Taxpayer's Identification No. of Bidder 94-3237017

Telephone Number 925-606-8167

Fax Number 925-606-9934

E-mail Info@fencesupply.com Web page www.fencesupply.com

Contractor's License No(s): No.: 720464 Class: C13 Expiration Date: 3/31/14
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Chain Link Fence & Supply, Inc.

President: Robert Edward Sharp

Secretary: Mario Anthony Facchin

Treasurer: Mario Anthony Facchin

Manager: Mario Anthony Facchin

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Chain Link Fence & Supply, Inc.**
 Project: Various School Sites - Fencing & Repairs Project
 Project #: 13114
 Estimate: \$175,000

Date: Tuesday, June 4, 2013
 Time: 2:00 pm
 Project Mgr:
 Architect:

Based Bid \$ **175,000.00**
Verified Local Business Participation 2.0% \$ **3,500.00**
Based Bid W/ LBP Discount \$ **171,500.00**

	LBE	SLB	SLBR	COMMENTS:
Company: Chain Link Fence & Supply, Inc.				1
Address: 241 Rickenbacker Circle				2
City/State: Livermore, CA				3
Phone: (925) 606-8167				4
Company: Right Away Ready Mix				1
Address: 725 Julie Ann Way	12.74%			2
City/State: Oakland, CA				3
Phone: (510) 632-0602				4
Company: Economy Lumber Piedmont				1
Address: 351 40th Street		10.94%		2
City/State: Oakland, CA				3
Phone: (510)				4
Company: Westside Building Materials				1
Address: 745 50th Avenue	2.0%			2
City/State: Oakland, CA				3
Phone: (510) 532-2582				4
TOTAL PARTICIPATION	14.7%	10.94%	0.00%	25.68%

APPROVAL- LBU Compliance Officer

BID FORM
Oakland Unified School District
REQUEST FOR PROPOSALS NO. 13114

To Provide Delivery, Installation and Repair of Fencing Materials

Page 1

2.1 FENCING AND GATES

A. Fence Repairs

- a. Service crew – 2 person crew \$ 110.00 per hour, minimum charge per service.
- b. Material – Cost per LF fabric include all incidental expenses
 - 2" x 2" – NO. 9 gauge \$ 8.70
 - 2" x 2" – with plastic slats \$ 10.50
 - 1" x 1" – NO. 9 gauge \$ 19.00

3 New Fence

- c. Unit cost per L.F. including post top and bottom rails concrete to

1.3

1.3 Fabric

2" x 2" 6'	\$ <u>25.00</u>
8'	\$ <u>32.50</u>
10'	\$ <u>41.50</u>
1" x 1" 6'	\$ <u>32.00</u>
8'	\$ <u>40.50</u>
10'	\$ <u>50.50</u>

d. Gate(s)

@ Drive	Fabric 2" x 2" – 16' width \$ <u>1,450.00</u>
	Fabric 1" x 1" - 16' width \$ <u>1,550.00</u>
@ Walk	Fabric 2" x 2" - 4' width \$ <u>790.00</u>
	Fabric 1" x 1" – 4' width \$ <u>990.00</u>

- c. Percentage markup applied to materials in included in unit cost schedule 23%

Oakland Unified School District
Buildings & Grounds
Proposal for Fencing RFP

LOCAL BUSINESS PARTICIPATION WORKSHEET

Contractor: Chain Link Fence & Supply
 Project: Various School Sites Fencing & Repairs
 Project #: 13114
 Estimate: \$175,000.00

Bid Due Date: Tuesday, June 04, 2013
 Time: 2:00 PM
 Project Mgr: Juanita White

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: Chain Link Fence & Supply Address: 241 Rickenbacker Circle City/State: Livermore, CA 94551 Phone: 800-606-8167	130050				
Right Away Redy Mix Address: 725 Julie Ann Way City/State: Oakland, CA 94621 Phone: 510-632-0602	22300	12.7%			4603
Economy Lumber Piedmont 351 40th st. City/State: Oakland, CA 94609 Phone:	19150		10.9%		7358
Westside Building Materials Address: 745 50th Ave City/State: Oakland, CA 94601 Phone: 510-532-2582	3500	2.0%			6624
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	\$175,000.00	14.7%	10.9%	0.0%	25.6%

APPROVAL- LBU Compliance Officer

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

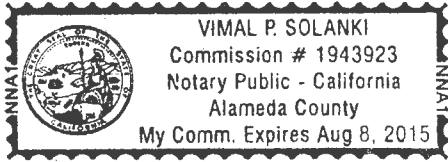
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 6/3/2013 before me, VIMAL P. SOLANKI, Notary Public

personally appeared MARIO FACCHIN



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/hers/their authorized capacity(ies), and that by his/hers/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 Vimal P. Solanki 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 DOCUMENT 00 4519 -
Title or Type of Document: NON COLLUSION AFFIDAVIT - OAKLAND UNIFIED SCHOOL DISTRICT
Document Date: 6/3/2013 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

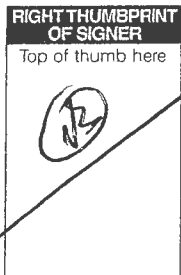
Capacity(ies) Claimed by Signer(s)

Signer's Name: MARIO FACCHIN
 Individual
 Corporate Officer — Title(s): SEC. / TREASURER
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: CHAIN LINK FENCE + SUPPLY, INC

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



Signer Is Representing: _____

MAINTENANCE CONTRACT ROUTING FORM

Project Information			
Project Name	District-wide 2013-2014	Site	District-wide
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	Chain Link Fence	Agency's Contact	Robert Sharp				
OUSD Vendor ID #	I011324	Title	Project Manager				
Street Address	241 Rickenbacker Circle	City	Livermore	State	CA	Zip	94511
Telephone	925-606-8167	Policy Expires	7-20-14				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13114						

Term			
Date Work Will Begin	8-14-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	2-27-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 175,000.00
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	9889000808	5670	\$175,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Leroy Stokes	Phone	510-535-2723
			Fax	510-535-7082
1.	Director, B&G			
	Signature 	Date Approved	7-15-13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	7-16-13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved	7/17	
4.	President, Board of Education			
	Signature	Date Approved		