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Committee	Facilities
Introduction Date	4-10-2013
Enactment Number	13-0655
Enactment Date	4/10/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education 

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

Board Meeting Date April 10, 2013

Subject Award of Bid - Ray's Electric - Roosevelt Middle School Modernization Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0100, Award of Bid and Construction Contract on behalf of the District for the Roosevelt Middle School Modernization Project to Ray's Electric, 411 Pendleton Way, Suite B, Oakland, CA 94621 in the amount of \$142,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: one hundred twenty days (120) days Calendar Days, commencing May 9, 2013, and ending on September 15, 2013.

Background Roosevelt Middle School is undergoing major renovation and will provide portable restrooms to accommodate the students.

Local Business Participation Percentage 92.40%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,



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

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0100, Award of Bid and Construction Contract on behalf of the District for the Roosevelt Middle School Modernization Project to Ray's Electric, 411 Pendleton Way, Suite B, Oakland, CA 94621 in the amount of \$142,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: one hundred twenty days (120) days Calendar Days, commencing May 9, 2013, and ending on September 15, 2013.

Fiscal Impact

Measure B

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1213-0100

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
ROOSEVELT MIDDLE SCHOOL MODERNIZATION PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids includes the installation of restroom portable that is currently onsite, including lighting, fire alarm and plumbing, modifying building to make exterior plumbing, modifying building to make exterior 1-hour rated. Move portable closed to gymnasium building and install new fencing. Modify existing fire lane fence and gate for the Roosevelt Middle School Restroom Portable Replacement Project for the Oakland Unified School District of Alameda County, California; and;

WHEREAS four (4) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
Ray's Electric	Oakland, CA	\$142,000.00
Trinet Construction	San Francisco, CA	\$148,000.00
J.H. Fitzmaurice	Oakland, CA	\$169,000.00
Dan Electric	Oakland, CA	\$177,000.00

and,

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **6th day of March, 2013**, by and between the Oakland Unified School District ("District" or "Owner") and **Ray's Electric** ("Contractor") ("Agreement").

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

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

PROJECT: **Roosevelt Middle School Modernization**

PROJECT NO.: **07135**

RESOLUTION NUMBER: **1213-01009**

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

2. The Contract Documents:

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

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **One hundred twenty days (120)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor.

A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by September 15, 2013.**

4. Completion-Extension Of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

- **Project Completion: One thousand dollars and no cents (\$1,000.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.

a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.

b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.

e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.

f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.

g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

- 7. Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 8. Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 9. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 10. Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 11. Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-682725 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 12. Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 13. Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

One hundred twenty-two thousand dollars and no cents

(\$122,000.00), (Base Contract Amount)

+ Twenty thousand dollars

(\$20,000.00), (Contingency Allowance Amount)

= One hundred forty-two thousand dollars and no cents

(\$142,000.00), ("Contract Price")

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

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

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

Oakland Unified School District of the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do

_____ Date _____
Susie Butler-Berkley
Contract Analyst

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

RESOLUTION NO. 1213-0100

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
ROOSEVELT MIDDLE SCHOOL MODERNIZATION PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **RAY'S ELECTRIC** , for the performance of the bid work, in the amount of **ONE HUNDRED FORTY-TWO THOUSAND DOLLARS AND NO CENTS (\$142,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: James Harris, Roseann Torres, Christopher Dobbins,
Jody London, Vice President Jumoke Hinton Hodge,
President David Kakishiba
NOES: None

ABSTAINED: None

ABSENT: Gary Yee

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on April 10, 2013.



Edgar Rakestraw, Jr.
Secretary, Board of Education

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

Dated: _____, 20

Dated: March 20, 20 13

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: 

By: 

Print Name: David Kakashib

Print Name: Greg Gruendl

Print Title: President, Board of Education

Print Title: PRESIDENT

By: 

File ID Number: 13-0630

Print Name: Edgar Rakestraw, Jr.

Introduction Date: 4/10/13

Print Title: Secretary, Board of Education

Enactment Number: 13-0665

Enactment Date: 4/10/13

By: GR

By: 

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By:  3.20.13

Print Name:

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Oakland Unified School District, Roosevelt Middle School Portable Restroom Relocation, Project No. 07135 (Project Name)
("Project" or "Contract")

Per Notice of Intent to Award
which Contract dated Letter Dated February 28, 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 Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Forty-Two Thousand and 00/100 DOLLARS (\$142,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents to:

Perform all the work required to complete the Project; and

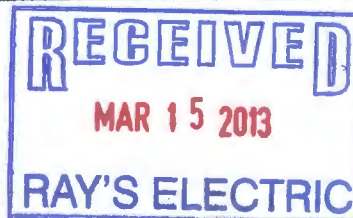
Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013



PERFORMANCE BOND
DOCUMENT 00 61 14-1

FACILITIES PLANNING & MANAGEMENT ACCOUNTING DEPARTMENT
2013 FEB 15 AM 8:08
955 HIGH STREET OAKLAND CA 94601

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:

Philadelphia Indemnity Insurance Company

251 S Lake Avenue Suite 360 Pasadena, CA 91101

Attention: Ken Huff

Telephone No.: (626) 639 1324

Fax No.: () -

E-mail Address: KHuff@phlyins.com

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

Principal Ray's Electric

By 

Surety Philadelphia Indemnity Insurance Company

By Kevin R. Cathcart, Attorney-In-Fact

South Coast Surety
Name of California Agent of Surety

1100 Via Callejon Suite A San Clemente, CA 92673
Address of California Agent of Surety

(949) 361-1692
Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange



On March 14, 2013 before me, Heather Stromberg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kevin R. Cathcart
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Heather Stromberg
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond, Bond #PB11510700809

Document Date: March 14, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin R. Cathcart

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Philadelphia Indemnity
Insurance Company

Signer's Name: n/a

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **[Kevin R. Cathcart, Michael J. Wasko III, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, of the City of San Clemente, State of California]** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$7,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15TH DAY OF NOVEMBER 2012.



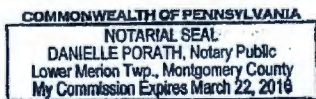
(Seal)

Sean S. Sweeney

President

Sean S. Sweeney, President
Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

(Notary Seal)

residing at: Bala Cynwyd, PA

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of March 2013.



Craig P. Keller

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Oakland Unified School District, Roosevelt Middle School Portable Restroom Relocation, Project No. 07135 (Project Name)
("Project" or "Contract")

Per Notice of Intent to Award
which Contract dated Letter Dated February 28, 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 Philadelphia Indemnity Insurance Company, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____
One Hundred Forty-Two Thousand and 00/100 Dollars (\$142,000.00), lawful money of the United States, being a
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by
these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 14th day of March, 20 13.

Principal Ray's Electric

By 

Surety Philadelphia Indemnity Insurance Company

By 
Kevin R. Cathcart, Attorney-In-Fact

South Coast Surety
Name of California Agent of Surety

1100 Via Callejon Suite A San Clemente, CA 92673
Address of California Agent of Surety

(949) 361-1692
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
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013**

**PAYMENT BOND
DOCUMENT 00 61 15 -2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange



On March 14, 2013
Date

before me, Heather Stromberg, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin R. Cathcart

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Heather Stromberg
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond, Bond #PB11510700809

Document Date: March 14, 2013

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin R. Cathcart

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Philadelphia Indemnity
Insurance Company

Signer's Name: n/a

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Kevin R. Cathcart, Michael J. Wasko III, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, of the City of San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$7,500,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15TH DAY OF NOVEMBER 2012.



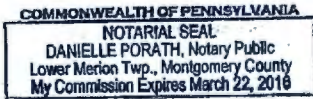
(Seal)

Sean S. Sweeney

President

Sean S. Sweeney, President
Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Danielle Porath

residing at: Bala Cynwyd, PA

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of March 2013.



Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2013

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 Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 P.O. Box 127 San Leandro CA 94577	CONTACT NAME: Ruth Ferreira PHONE (A/C No. Ext): (510)895-4800 E-MAIL ADDRESS: ruth@smdinsurance.com	FAX (A/C No.): (510)895-3995													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity co of CT</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Insurance Companies</td> <td>39357</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity co of CT		INSURER B: Travelers Insurance Companies	39357	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Gruendl Inc., DBA: Ray's Electric Inc. 411 Pendleton Way Oakland CA 94621															

COVERAGES

CERTIFICATE NUMBER: 2012-13

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prop Dam/Prod/Comp Ops Prem Ops. Ded \$5000. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		DTCO6402N105TIL12	6/11/2012	6/11/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> PD Ded \$1000. <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		DT8106402N106TCT12	6/11/2012	6/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		DTSMCUP7B312695TIL12	6/11/2012	6/11/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTJUB2531P94113	1/1/2013	1/1/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equipment		QT660772M469TIL12	6/11/2012	6/12/62013	Limit \$50,000 PER ITEM Ded \$1,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job: #07135, Restroom Portable at Roosevelt Middle School Site. Additional insured: CGD2460805. Oakland Unified School District. 30 days notice of cancellation except 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Kenya Chatman 95 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 Ruth Ferreira/RAF1 <i>Ruth Ferreira</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED -- (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III -- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Roosevelt Middle School
 Project: Restroom Portable Relocation
 Project #: 07135
 Estimate: \$160,000

Date: Wednesday, February 20, 2013
 Time: 2:15 PM
 Project Mgr: Kenya Chatman
 Architect: Byrens Kim Design

Signature of Witness to Bid

Signature of Bid Opener

Company:	Ray's Electirc	Base Bid:	\$122,000.00	Required Day of Bid:	
Address:	411 Pendleton Way	Allowance:	\$ 20,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$ 142,000.00	Addendum Acknow.	X
Phone:	510-577-7700	Alternates:		Bid Bond	X
Fax:	510-577-7706			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:38 PM	2/20/2013	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	2/20/2013	Debarment & Suspension Form	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Trinet Construction, Inc	Base Bid:	\$128,000.00	Required Day of Bid:	
Address:	2560 Marin Street	Allowance:	\$20,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$148,000.00	Addendum Acknow.	X
Phone:	415-695-7814	Alternates:		Bid Bond	X
Fax:	415-695-7830			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:56 PM	2/20/2013	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	2/20/2013	Debarment & Suspension Form	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	J.H. Fitzmaurice	Base Bid:	\$149,000.00	Required Day of Bid:	
Address:	2857 Hannah Street	Allowance:	\$20,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$169,000.00	Addendum Acknow.	X
Phone:	510-444-7561	Alternates:		Bid Bond	X
Fax:	510-444-1344			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:51 PM	2/20/2013	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	2/20/2013	Debarment & Suspension Form	X
				Local Business Participation Form	X
				DVBE Forms	X
Company:	Dan Electric	Base Bid:	\$ 157,000.00	Required Day of Bid:	
Address:	2990 Teagarden Street	Allowance:	20,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$ 177,000.00	Addendum Acknow.	X
Phone:	510-351-7100	Alternates:		Bid Bond	X
Fax:	510-351-3200			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	2/20/2013	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	2/20/2013	Debarment & Suspension Form	X
				Local Business Participation Form	X
				DVBE Forms	X

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: RAY'S ELECTRIC
(Proper Name of Bidder)

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

PROJECT: Roosevelt Middle School Restroom Portable Relocation
PROJECT NO.: 07135

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

Base Bid Amount:	\$	<u>122,000.00</u>
Contingency Allowance Amount:	\$	<u>20,000.00</u>
Total Bid Amount:	\$	<u>142,000.00</u>

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

BID FORM
DOCUMENT 00 41 13-1

Additive/Deductive Alternates:

Alternate #1

dollars \$ _____
Not Used.

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

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

NOT USED.

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

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

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

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

No. <u>1</u> , Dated <u>2/04/13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>2/18/13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

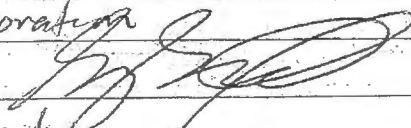
10. Bidder acknowledges that the license required for performance of the Work is a CLMS A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges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

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

OAKLAND UNIFIED SCHOOL DISTRICT
 Roosevelt Middle School
 Restroom Portable Relocation
 Project No. 07135
 January 9, 2013

BID FORM
DOCUMENT 00 41 13-3

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 19th day of February 2013
Name of Bidder RAY'S ELECTRIC
Type of Organization Corporation
Signed by 
Title of Signer President
Address of Bidder 411 PENOLETON WAY, OAKLAND CA. 94621
Taxpayer's Identification No. of Bidder 94-3106593
Telephone Number 510-577-7700
Fax Number 510-577-7706
E-mail greg@rayselectric.net Web page rayselectric.net

Contractor's License No(s): No.: 682725 Class: A, CD Expiration Date: 12/31/13
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: GRUENDL DBA RAY'S ELECTRIC
President: Greg Gruendl
Secretary: Stuart Gruendl
Treasurer: Stuart Gruendl
Manager: Carlos Franco

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *RAY'S ELECTRIC*
 Project: *ROOSEVELT MC Portable Restroom Relocation*
 Project #: *07135*
 Estimate: *\$142,000.00*

Bid Opening Date: *FEB. 20, 2013*
 Time: *2:00 PM*
 Project Mgr: *KENYA CHATMAN*
 Architect: *BELANS KIM DESIGN WORKS*

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <i>RAY'S ELECTRIC</i> Address: <i>411 PENDLETON WAY</i> City/State: <i>OAKLAND, CA. 94621</i> Phone: <i>510-577-7700</i>	\$ <i>108,150.00</i>	<i>76.16%</i>	<i>76.16%</i>	<i>76.16%</i>	<i>4281</i>
Company: <i>North American Fence</i> Address: <i>515 23rd Avenue</i> City/State: <i>OAKLAND CA. 94606</i> Phone:	\$ <i>4,648.00</i>		<i>3.27%</i>		<i>5389</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$ 0.00	0.0%	0.0%	0.0%	0.0% 79.43%

APPROVAL- LBU Compliance Officer

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

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

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME:
Project:
Project #:
Estimate:

Bid Opening Date:
Time:
Project Mgr:
Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<i>No Trucking Required</i>					
TRUCKING					
Address: <i>N/A</i>	\$				
City/State:					
Phone:					
Company:	\$				
Address:					
City/State:					
Phone:					
Company:	\$				
Address:					
City/State:					
Phone:					
Company:	\$				
Address:					
City/State:					
Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL- LBU Compliance Officer

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: J.H.Fitzmaurice, 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: Roosevelt Middle School Restroom Portable Relocation
PROJECT NO.: 07135

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

Base Bid Amount:	\$ <u>149,000.⁰⁰</u>
Contingency Allowance Amount:	\$ <u>20,000.00</u>
Total Bid Amount:	\$ <u>169,000.⁰⁰</u>

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

BID FORM
DOCUMENT 00 41 13-1

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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

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

NOT USED.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

BID FORM
DOCUMENT 00 41 13-2

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

No. <u>1</u> , Dated <u>Feb 4, 2013</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>Feb 15, 2013</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

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

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

Dated this 20 day of February 2013

Name of Bidder J.H.Fitzmaurice, Inc.

Type of Organization S corp

Signed by Mohammad Hakimi

Title of Signer Vice President

Address of Bidder 2857 Hannah St. Oakland, Ca. 94608

Taxpayer's Identification No. of Bidder 94-1248577

Telephone Number 510-444-7561

Fax Number 510-444-1344

E-mail hh@jhfoak.com mh@jhfoak.com Web page jhfoak.com

Contractor's License No(s): No.: 111689 Class: A, B, Expiration Date 5/31/13

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: J.H.Fitzmaurice, Inc.

President: Timothy R. Fitzmaurice

Secretary: Nancy Fitzmaurice

Treasurer: "

~~Manager~~ V.P. Mohammad Hakimi

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: J.H.Fitzmaurice, Inc. Bid Opening Date: 2/20/13
 Project: Roosevelt Middle School Restroom Portable Time: 2.00pm
 Project #: 07135 Relocation Project Mgr:
 Estimate: Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING D.V.B.E. Trucking Address: 1605 Almaden Rd. City/State: San Jose, CA 95125 Phone: (408) 971-4430	\$ 1000. ⁰⁰				
Company: Address: _____ City/State: _____ Phone: _____	\$				
Company: Address: _____ City/State: _____ Phone: _____	\$				
Company: Address: _____ City/State: _____ Phone: _____	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL - LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: J.H. Fitzmaurice, Inc.

Project: Roosevelt Middle School Restroom Portable Relocation

Project #: 07135

Estimate:

Bid Opening Date: 2/20/13

Time: 2.00 pm

Project Mgr:

Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: J.H. Fitzmaurice Address: 2857 Hannah St. City/State: Oakland, CA. 94608 Phone: (510) 444-7561	\$ 73,417	43%			
Company: Summerhill Electric Address: 5230 E-12th St. City/State: Oakland, CA. 94601 Phone: (510) 536-1685	\$ 34,000. ⁰⁰			20%	3657
Company: Paul's Plumbing Address: 999 42nd St. City/State: Oakland, CA. 94608 Phone: (510) 652-4947	\$ 11,285. ⁰⁰ / ₁₀₀		6.6%		51439812
Company: North American Fence Address: 515 23rd Ave. City/State: Oakland, CA. 94606 Phone: (510) 436-0755	\$ 4,926. ⁰⁰				5389
Company: Address: City/State: Phone:	\$.				
TOTAL PARTICIPATION	\$ 123,628. ⁰⁰ / ₁₀₀	43%	6.6%	20%	0.0%

APPROVAL- LBU Compliance Officer

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

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

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

PROJECT: Roosevelt Middle School Restroom Portable Relocation
PROJECT NO.: 07135

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

Base Bid Amount:	\$	<u>128,000</u> - 128,000
Contingency Allowance Amount:	\$	<u>20,000.00</u>
Total Bid Amount:	\$	154,000 - NA <u>148,000</u> -

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

BID FORM
DOCUMENT 00 41 13-1

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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

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

NOT USED.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Restroom Portable Relocation
Project No. 07135
January 9, 2013

BID FORM
DOCUMENT 00 41 13-2

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

No. <u>1</u> , Dated <u>2/4/13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>2/15/13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

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

OAKLAND UNIFIED SCHOOL DISTRICT
 Roosevelt Middle School
 Restroom Portable Relocation
 Project No. 07135
 January 9, 2013

BID FORM
 DOCUMENT 00 41 13-3

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 20 day of February 2013
Name of Bidder Trinet Construction Inc.
Type of Organization Corporation
Signed by _____
Title of Signer President
Address of Bidder 2560 Marin street San Francisco Ca 94124
Taxpayer's Identification No. of Bidder 94-3266070
Telephone Number 415-695-7814
Fax Number 415-695-7830
E-mail hickeytrinet@gmail.com Web page _____
Contractor's License No(s): No.: 735126 Class: A+B Expiration Date: 4/30/13
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

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

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Ray's Electric**

Project: Roosevelt MS Restroom Portable Relocation

Project #: 07135

Estimate: \$160,000

Date: Wednesday, February 20, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman

Architect: Byrens Kim Design

Based Bid		\$	122,000.00
Verified Local Business Participation	5.0%	\$	6,100.00
Based Bid W/ LBP Discount		\$	115,900.00

	LBE	SLB	SLBR	COMMENTS:
Company: Ray's Electric Address: 411 Pendleton Way City/State: Oakland, CA Phone: (510) 577-7700			88.65%	1 2 3 4
Company: North American Fence Address: 515 23rd Avenue City/State: Oakland, CA Phone: (510)		3.81%		1 2 3 4
Company: Address: City/State: Phone:				1 2 3 4

TOTAL PARTICIPATION	0.0%	3.81%	88.65%	92.46%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **J.H. Fitzmaurice**

Project: Roosevelt MS Restroom Portable Relocation

Project #: 07135

Estimate: \$160,000

Date: Wednesday, February 20, 2013

Time: 2:15 pm

Project Mgr: Kenya Chatman

Architect: Byrens Kim Design

Based Bid		\$	149,000.00
Verified Local Business Participation	5.0%	\$	7,450.00
Based Bid W/ LBP Discount		\$	141,550.00

	LBE	SLB	SLBR	COMMENTS:
Company: J.H. Fitzmaurice Address: 2857 Hannah Street City/State: Oakland, CA Phone:(510) 444-7561	49.27%			1 2 3 4
Company: Summerhill Electric Address: 5230 E. 12th Street City/State: Oakland, CA Phone:(510) 536-1685			22.82%	1 2 3 4
Company: North American Fence Address: 515 23rd Avenue City/State: Oakland, CA Phone:(510) 436-0755		7.57%		1 2 3 4
Company: Paul's Plumbing Address: 999 42ns Street City/State: Oakland, CA Phone:(510) 652-4947	3.30%			1 2 3 4

TOTAL PARTICIPATION	52.6%	7.57%	22.82%	82.96%
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APPROVAL- LBU Compliance Officer



AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Roosevelt MS Modernization	Site	Roosevelt
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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
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Contractor Information

Contractor Name	Ray's Electric	Agency's Contact	Greg Grendl				
OUSD Vendor ID #	V054521	Title	Project Manager				
Street Address	411 Pendleton Way, Suite B	City	Oakland	State	CA	Zip	94621
Telephone	510-577-7700	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07135						

Term

Date Work Will Begin	5-9-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-15-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$142,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	


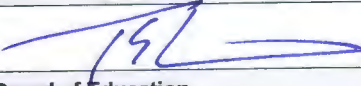

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9599	Measure B	2129901810	6271	\$142,000.00

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	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager					
		Signature	Date Approved	3-20-13		
2.	General Counsel, Department of Facilities Planning and Management					
		Signature	Date Approved	3.20.13		
3.	Associate Superintendent, Facilities Planning and Management					
		Signature	Date Approved	3/20		
4.	President, Board of Education					
		Signature	Date Approved			