

Board Office Use: Legislative File Info.	
File ID Number	12-1273
Committee	Facilities
Introduction Date	5 -23-2012
Enactment Number	12-1411
Enactment Date	5-23-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date May 23, 2012

Subject Award of Bid - Monterey Mechanical- Chabot Caldecott Tunnel Air Quality Grant Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0264, Award of Bid and Construction Contract on behalf of the District for the Chabot Caldecott Tunnel Air Quality Project to Monterey Mechanical, 8275 San Leandro, Oakland, CA 94621 in the amount of \$348,540.00, 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: 86 days Calendar Days, commencing May 24, 2012, and ending on August 17, 2012.

Background This project is designed to improve the indoor air quality for Chabot Elementary classrooms.

Local Business Participation Percentage 9.80%

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,

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

RESOLUTION NO. 1112-0264

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
CHABOT CALDECOTT TUNNEL AIR QUALITY GRANT PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids Replace existing steam radiators with new classroom unit ventilators; mechanical insulation; ductwork, and accessories for the Chabot Caldecott Tunnel Air Quality Grant for the Oakland Unified School District of Alameda County, California; and;

WHEREAS two (2) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
Monterey Mechanical	Oakland, CA	\$348,540.00
E.F. Brett and Company	Woodacre, CA	\$490,400.00

and,

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

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

RESOLUTION NO. 1112-0264

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
CHABOT CALDECOTT TUNNEL AIR QUALITY GRANT PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **MONTEREY MECHANICAL**, for the performance of the bid work, in the amount of **THREE HUNDRED FORTY-EIGHT THOUSAND, FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$348,540.00)** 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 **MONTEREY MECHANICAL**, for the performance of bid work.

Passed by the following vote:


AYES: **David Kakishiba, Gary Yee, Christopher Dobbins, Noel Gallo, Vice President Jumoke Hinton Hodge and President Jody London**

NOES: **Alice Spearman**

ABSTAINED: **None**

ABSENT: **None**

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 May 23, 2012.



Edgar Rakestraw, Jr.
Secretary, Board of Education

File ID Number: 12-1273
Introduction Date: 5-23-12
Enactment Number: 12-1411
Enactment Date: 5-23-12
By: 72

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 27th DAY OF April, 2012 by and between the Oakland Unified School District ("District" or "Owner") and Monterey Mechanical ("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: Chabot Caldecott Tunnel Air Quality (Project Name)

PROJECT NO.: 07115

RESOLUTION NUMBER: 1112-0264

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 Eight-six (86) 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 NA.

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"):
 - **Submittal of any item on approved Submittal Schedule:** \$1,500.00 per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
 - 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 A, B, C4, C12, C16, C20, C36, C42 & C43 (388361) 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:

Three hundred twelve thousand, one hundred forty dollars and no cents
\$312,140.00. (Base Contract Amount)

+ \$ 36,400.00 (Contingency Allowance Amount)

= Three hundred forty-eight thousand, five hundred forty dollars and no cents
\$348,540.00

- 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.

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

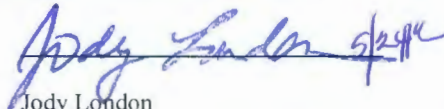
Dated: May 23, 2012

Dated: May 8, 2012

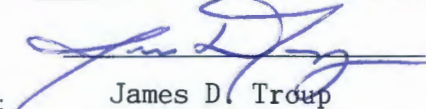
OAKLAND UNIFIED SCHOOL DISTRICT

Monterey Mechanical Co
CONTRACTOR

By:



By:



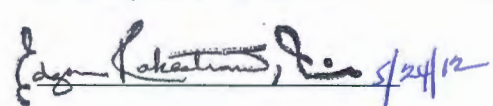
Print Name: Jody London

Print Name: James D. Troup

Print Title: President, Board of Education

Print Title: President

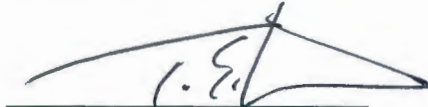
By:



Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By:

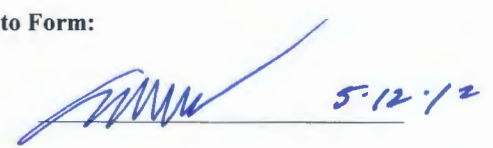


Print Name: Timothy E. White

Print Title: Assistant Superintendent, Facilities, Planning and Management

Approved as to Form:

By:

 5-12-12

Print Name: Cate Boskoff

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

File ID Number: 12-1273
Introduction Date: 5-23-12
Enactment Number: 12-141
Enactment Date: 5-23-12
By: XZ

Monterey Mechanical
Chabot Caldecott Tunnel Air Quality Grant
Project Number: 07115

AGREEMENT

Bond No. 070-013-653

Premium \$4810.00

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 _____
Monterey Mechanical Co., ("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:
Chabot Elementary School, Caldecott Tunnel Air Quality Grant
Project No. 07115 _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, 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 Liberty Mutual Insurance Company ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of Three Hundred Forty Eight Thousand Five Hundred
Forty and No/100---- DOLLARS (\$348,540.00), 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
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

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:

Liberty Mutual Insurance Company

Attention: Kevin Fayaud

Telephone No.: (925) 979 - 6708

Fax No.: (925) 256 - 4349

E-mail Address: kevin.fayaud@libertymutual.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 7th day of May, 20 12

Monterey Mechanical Co.

Principal



By Paul Moreira, CFO

Liberty Mutual Insurance Company

Surety



By Betty L. Tolentino, Attorney-in-Fact

Gallagher Construction Services

Name of California Agent of Surety

One Market Street, Spear Tower, Suite 200, SF, CA 94105

Address of California Agent of Surety

800-500-7202

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 7, 2012 before me M. Moody, Notary Public

personally appeared Betty L. Tolentino

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 of Notary

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
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

PERFORMANCE BOND
DOCUMENT 00 61 14-3

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 _____
Monterey Mechanical Co., ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to
Chabot Elementary School, Caldecott Tunnel Air Quality Grant
Project No. 07115 _____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, 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 Liberty Mutual 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 Three Hundred Forty Eight
Thousand Five Hundred Forty and No/100 Dollars (\$ 348,540.00), 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
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

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 7th day of May, 20 12.

Monterey Mechanical Co.

Principal

Paul Moreira

By Paul Moreira, CFO

Liberty Mutual Insurance Company

Surety

Betty L. Tolentino

By Betty L. Tolentino, Attorney-in-Fact

Gallagher Construction Services

Name of California Agent of Surety

One Market Street, Spear Tower, Suite 200, SF CA 94105

Address of California Agent of Surety

800-500-7202

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
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

PAYMENT BOND
DOCUMENT 00 61 15-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

May 7, 2012 before me M. Moody, Notary Public

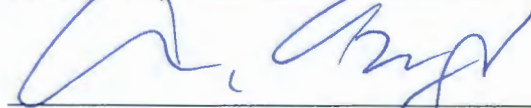
personally appeared Betty L. Tolentino

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 of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4889886

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100..... DOLLARS (\$ 400,000,000.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 28th day of September, 2011.



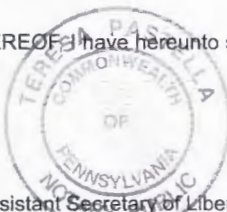
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 7th day of May, 2012.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Liberty Mutual Insurance Company

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workmen's Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft and Miscellaneous

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

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

IN WITNESS WHEREOF, *effective as of the 15th day of November, 1961,*

I have hereunto set my hand and caused my official seal to be affixed this 15th day of November, 1961.

Fee \$10

F. Britton McConnell
Insurance Commissioner

Rec. No. 273766

Filed 11/14/61

By

John N. Andrews
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/12

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 LIC #0726293 1-415-391-1500
Gallagher Construction Services/
Arthur J. Gallagher & Co. Insurance Brokers of CA Inc.
1 Market St., Spear Tower #200
San Francisco, CA 94105

CONTACT NAME:	
PHONE (A/C No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
NAIC #	
INSURER A: OLD REPUBLIC INS CO	24147
INSURER B: ST PAUL FIRE & MARINE INS CO	24767
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Monterey Mechanical Co.
8275 San Leandro Street
Oakland, CA 94621

COVERAGES

CERTIFICATE NUMBER: 26466348

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	X	X	MWZY59619	04/01/12	04/01/13	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	MWTB21576	04/01/12	04/01/13	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	X	X	ZUP-14P99453-12-NP	04/01/12	04/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	MWC117453	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Client Project #07115
RE: Chabot Elementary School Caldecott Tunnel Air Quality Grant
ADDITIONAL INSURED(S): Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s)

CERTIFICATE HOLDER

RE: Client Project #07115
Oakland Unified School District
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

USA

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
bhargavgs
26466348

The ACORD name and logo are registered marks of ACORD

Policy Number: MWC117453

Effective Date: 04/01/12

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

**WHERE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT**

**WHERE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT**

DATE OF ISSUE: 04/01/12

Policy Number: MWTB21576
Effective Date: 04/01/12

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s): **All persons or organizations where required by written contract.**

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance coverage, this coverage will be primary and any insurance maintained by such person(s) or organization(s) will apply on an excess basis.

Monterey Mechanical Co.

Policy# MWTB21576 **Effective Date:** 04/01/12

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity in which the Named Insured shown in the Declarations owns, during the Policy Period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

Policy Number: **MWTB21576**

Effective Date: **04/01/12**

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Under **SECTION IV, Paragraph A. 5.** is replaced by the following:

We waive our right of recovery against any person or organization to the extent required by a written contract, executed prior to any "accident". The accident must arise from operations contemplated in said contract and this waiver is only applicable to the person or organization designated in said contract.

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
All Persons or Organizations as required by written Contract or Agreement.	The locations as specified in the written contracts or agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

Monterey Mechanical Co.
Policy # MWZY59619
Effective Date: 04/01/12

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All Persons or Organizations as required by written Contract or Agreement.	The locations as specified in the written contracts or agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Monterey Mechanical Co.
Policy # MWZY59619
Effective Date: 04/01/12

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AMENDMENT
(PRIMARY AND NON - CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respects any person(s) or organization(s) included as an additional insured under endorsement CG 2037 (Additional Insured - Owners, Lessees Or Contractors - Completed Operations) and/or CG 2010 (Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization) and with whom you have agreed in a written contract, agreement or permit to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s) however this endorsement does not apply to any additional insured named on endorsement CG 20 37 and/or CG 2010 that are involved in a "consolidated (Wrap Up) insurance program".

"Consolidated (Wrap Up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured Commercial General Liability Insurance or other similar insurance under one or more policies issued specifically for "bodily injury", "property damage" or "personal and advertising injury" covering some or all of the contractors or subcontractors involved in the construction, erection or demolition project otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Monterey Mechanical Co.
POLICY NUMBER: MWZY59619
Effective Date: 04/01/12

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Monterey Mechanical Co.
Policy # MWZY59619
Effective Date: 04/01/12

COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/08/12

NAME OF INSURED: Monterey Mechanical Co.

GENERAL LIABILITY:

- * Additional Insured as required by written contract per attached forms CG 2037 0704, CG 2010 0704 & CG 2028 0704.
- * Coverage is Primary & Non-Contributory as required by written contract per attached form PGL 081 0506.
- * Waiver of Subrogation as required by written contract per attached form CG 2404 1093.

AUTOMOBILE LIABILITY:

- * Additional Insured as required by written contract per attached form PCA 038 0406 & PCA 035 0406.
- * Waiver of Subrogation as required by written contract per attached form PCA 044 0406.

WORKERS COMPENSATION:

- * Waiver of Subrogation as required by written contract per attached form WC 04 03 06 (California)

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACOTR/SUBCONTRACTOR: Monterey Mechanical Co
California State License Number: _____
Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
Name and Signature of
Authorized Person: Paul Moreria
(Print Name)
Chief Financial Officer
(Title)
Paul Moreria
(Signature)
510-632-3173
(Telephone Number)
510-632-0732
(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: SYSERCO, Inc
 California State License Number: 483939
 Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
 Name and Signature of Authorized Person: Brett Terry
 (Print Name)
Project Manager
 (Title)
Brett Terry
 (Signature)
707-665-4204
 (Telephone Number)
707-664-8365
 (Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Sterling Environmental Corporation

California State License Number: 537909

Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115

Name and Signature of

Authorized Person:

Ron Lotman

(Print Name)

Estimator / Project Manager

(Title)

Ron Lotman

(Signature)

510 / 638 . 2800

(Telephone Number)

510 / 638 . 2804

(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Pacific States Insulation + Acoustical Contracting Inc
California State License Number: #939943
Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
Name and Signature of Authorized Person: Marty Sims

(Print Name)

President

(Title)

Marty Sims

(Signature)

510 909 3292

(Telephone Number)

510 797 0370

(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

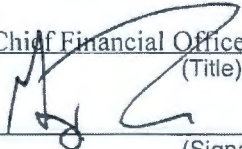
Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: National Air Balance Company
California State License Number: 348633
Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
Name and Signature of
Authorized Person: Greg Rothe
(Print Name)
Chief Financial Officer
(Title)

(Signature) 5/9/12
510-623-7000
(Telephone Number)
510-623-7151
(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Darden Painting, Inc.
 California State License Number: 426231
 Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
 Name and Signature of Authorized Person: Joe Darden
 (Print Name)
President
 (Title)

 (Signature)
925-671-9993
 (Telephone Number)
925-671-9499
 (Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Bevi Electric

California State License Number: _____

Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115

Name and Signature of Authorized Person: Robert Waggener
(Print Name)

VP
(Title)

[Signature]
(Signature)

510 635-1477
(Telephone Number)

510 635-1478
(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

May 3, 2012

Regional Labor Relations Manager
Maribel Alejandre
Danvillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607

Re: Oakland Unified School District,
Project Labor Agreement – Letter of Assent

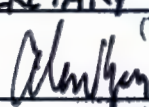
Dear Ms. Alejandre:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: PREMIUM ROOFING & WATERPROOFING
California State License Number: CA 39 841391
Job Name and Number: Chabot Caldecott Tunnel Air Quality Grant Project No. 07115
Name and Signature of Authorized Person: ALAN KRAEGER
(Print Name)
SECRETARY TREASURER
(Title)

(Signature)
510 774 7083
(Telephone Number)
510 225 2624
(Facsimile Number)

Duplicate Original to:
Eric Scheuermann, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, CA 94601

KVF, INC.

PLASTERING, LATHING & DRYWALL Contractors

license #712133

AL FARINHA

388 Jewell Road, Petaluma, CA 94952

Phone 1-707-793-9371 Fax 1-707-793-0391

REGIONAL LABOR RELATIONS MANAGER
MARIBEL ALEJANDRE
DANVILLIER-SLOAN MANAGEMENT CONSULTANTS
1620 12TH STREET, OAKLAND, CA 94607
Project Labor Agreement - Letter of Assent
OAKLAND Unified School District
OAKLAND, CALIFORNIA

Dear MS. ALEJANDRE

This is to confirm that KVF, Inc. Plastering, Lathing & Drywall Contractors, agrees to be party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may from time-to-time be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopt and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

KVF, Inc.

Lic # 712133

CHABOT CALDECOTT TUNNEL AIR QUALITY GRANT PROJECT NO. 07115

 5/3/12
Al G. Farinha owner date

OFFICE (707)793-9371 Fax (707)793-0391



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/02/2012

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 LIC #0726293 1-415-391-1500 Gallagher Construction Services/ Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. 1 Market St., Spear Tower #200 San Francisco, CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Monterey Mechanical Co. 8275 San Leandro Street Oakland, CA 94621	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: OLD REPUBLIC INS CO</td> <td>24147</td> </tr> <tr> <td>INSURER B: ST PAUL FIRE & MARINE INS CO</td> <td>24767</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OLD REPUBLIC INS CO	24147	INSURER B: ST PAUL FIRE & MARINE INS CO	24767	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: OLD REPUBLIC INS CO	24147														
INSURER B: ST PAUL FIRE & MARINE INS CO	24767														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 26465547

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	X	X	MWZY59619	04/01/12	04/01/13	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	MWTB21576	04/01/12	04/01/13	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 \$			ZUP-14P99453-12-NF	04/01/12	04/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC117453	04/01/12	04/01/13	<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

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

RE: Evidence of Insurance for Bidding Purposes only

CERTIFICATE HOLDER

RE: Evidence of Insurance for Bidding Purposes only

*Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Chabot Elementary School
 Project: Caldecott Tunnel Air Quality
 Project #: 07115
 Estimate: \$364,000

Date: Thursday, April 19, 2012
 Time: 2:00 PM
 Project Mgr: Eric Scheuermann
 Architect: Byrens Kim Design

Signature of Witness to Bid

Signature of Bid Opener

Company:	Monterey Mechanical	Base Bid:	\$ 345,363.00	Required Day of Bid:	/
Address:	3275 San Leandro Street	Allowance:	\$ 35,400.00	Signed Bid Form	X
City/State:	Oakland, Ca	TOTAL:	\$ 381,763.00	Addendum Acknow.	X
Phone:	510-632-3173	Alternates:	\$ 19,170.00	Bid Bond	X
Fax:	510-632-0732		\$ 31,975.00	Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	X
		1:57 PM	4/19/2012	Site Visit Certification	X
				Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:15 PM	4/19/2012	DVBE Forms	X
Company:	E.F.Brett and Company	Base Bid:	\$ 459,000.00	Required Day of Bid:	
Address:	P.O. Box 96	Allowance:	\$ 36,400.00	Signed Bid Form	X
City/State:	Woodacre, CA	TOTAL:	\$ 490,400.00	Addendum Acknow.	X
Phone:	415-524-8351	Alternates:	\$ 22,000.00	Bid Bond	X
Fax:	415-524-8349		\$ 53,000.00	Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	X
		1:56 PM	4/19/2012	Site Visit Certification	X
				Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:15 PM	4/19/2012	DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$ 36,400.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	
				Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$ 36,400.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Long Form Pre-Q	
				Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Monterey Mechanical Co.

(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: Chabot Elementary School Caldecott Tunnel Air Quality Grant
PROJECT NO.: 07115

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

Base Bid Amount:	\$ 356,363 ^{kw} 345,363
Contingency Allowance Amount:	\$ 36,400.00
Total Bid Amount:	\$ 392,763 ^{kw} 381,763

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

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

BID FORM
DOCUMENT 00 41 13-1

Additive Alternates:

Alternate #1 – Provide and install new insulation at existing floor.

NINETEEN THOUSAND, ONE HUNDRED SEVENTY dollars \$ 19,170

Alternate #2 – Abate the remaining hazardous pipe insulation as noted in the hazmat report, and provide and install new pipe insulation.

THIRTY ONE THOUSAND, NINE HUNDRED SEVENTY FIVE dollars \$ 31,975

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

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

No. <u>1</u> , Dated <u>April 5, 2012</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>April 13, 2012</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 Class B license.

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

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 19 day of April 2012

Name of Bidder Monterey Mechanical Co.

Type of Organization General Contractor

Signed by: 

Title of Signer Gary Hargrave Vice President

Address of Bidder 8275 San Leandro Street, Oakland, CA 94621

Taxpayer's Identification No. of Bidder 94-2614825

Telephone Number 510-632-3173

Fax Number 510-632-0732

E-mail g.hargrave@montmech.com Web page www.montmech.com

Contractor's License No(s): No.: 388361 Class: A, B, C4, C12, C16, C20, C36, C42, & C43 Expiration Date: 3/31/14

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Monterey Mechanical Co.

President: James D. Troup

Secretary: Paul Moreira

Treasurer: Paul Moreira

Manager: James D. Troup

END OF DOCUMENT

DOCUMENT 00 42 00
(FORMERLY DOCUMENT 00310)

CONTINGENCY ALLOWANCE

1. CONTINGENCY ALLOWANCE AMOUNT

- .1 Include in the Contract Price a contingency allowance in the amount of

Thirty Six Thousand Four Hundred dollars] \$ 36,400.00

2. EXPENDITURE OF CONTINGENCY ALLOWANCE

- .1 This standard contingency is included for additional unforeseen conditions, including, but not limited to, asbestos removal and dry rot repairs. The degree of unknown conditions and will be higher for renovations in older school buildings and in buildings with complicated site conditions.

The District anticipates using the contingency allowance to pay for some or all extra cost changes in the Work.

- .2 Expenditures from the contingency allowance, if any, are authorized and valued as changes in the Work, as specified in the General Conditions of Contract, Section 00700, Article 7.02. The District determines which changes in the Work are paid for from the contingency allowance. The District shall process expenditures from the contingency allowance in the form of an Allowance Expenditure Directive ("AED"). Please refer to Section 00700, Article 7.02 D. regarding Contractor's markup for overhead and profit for work performed under an AED.

3. ADJUSTMENT OF CONTRACT PRICE

- .1 Upon completion of the Work, the Contract Price is adjusted by credit change order to provide for the difference, if any, between the total amount of authorized expenditures from the contingency allowance and the original amount of the contingency allowance. The Contractor is not entitled to all or any part of the unexpended balance of the contingency allowance.

END OF DOCUMENT

DOCUMENT 00 43 13
(FORMERLY DOCUMENT 00150)

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as Monterey Mechanical Co. as Principal ("Principal"),

and Liberty Mutual Insurance Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Massachusetts and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California as Obligee, in the sum of

Ten Percent (10%) of the total amount bid----- (\$ -----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

now, therefore, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under 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 the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

BID BOND
DOCUMENT 00 43 13-1


IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the
16th day of April, 2012.

Monterey Mechanical Co.

Principal


By Gary Hargrave, Vice President

Liberty Mutual Insurance Company
Surety


By Betty L. Tolentino, Attorney-in-Fact

Gallagher Construction Services

Name of California Agent of Surety

One Market Street, Spear Tower, Suite 200
San Francisco, CA 94105

Address of California Agent of Surety

800-500-7202

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

BID BOND
DOCUMENT 00 43 13-2

4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

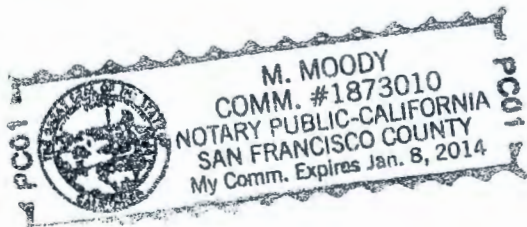
County of San Francisco

April 16, 2012 before me M. Moody, Notary Public

personally appeared Betty L. Tolentino

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 of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FOUR HUNDRED MILLION AND 00/100******* DOLLARS (\$ **400,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 29th day of December, 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 16th day of April, 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8220 between 9:00 am and 4:30 pm EST on any business day

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE,
SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	23043
NAIC Group #:	0111
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
Copyright © California Department of Insurance

DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Caldecott Tunnel Air Quality- Chabot Elem (Project Name)

PROJECT NO.: 07115 Bidder's Name Monterey Mechanical Co

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: SYSERCO Location: FREMONT, CA

Portion of Work: HVAC CONTROLS

Subcontractor Name: STERLING ENV. CORP Location: OAKLAND, CA

Portion of Work: HAZARDOUS REMOVAL

Subcontractor Name: BECL ELECTRIC Location: OAKLAND, CA

Portion of Work: ELECTRICAL

Subcontractor Name: NATIONAL AIR BALANCE Location: FREMONT, CA

Portion of Work: TEST + BALANCE

Subcontractor Name: PREMIUM ROOFING Location: OAKLAND, CA

Portion of Work: ROOFING

Subcontractor Name: PACIFIC STATES INSULATION Location: OAKLAND, CA

Portion of Work: INSULATION

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

DESIGNATED SUBCONTRACTORS LIST
DOCUMENT 00 43 36-1

Subcontractor Name: DARDEN PAINTING Location: CONCORD, CA

Portion of Work: PAINTING

Subcontractor Name: KVF PLASTER Location: PETALUMA, CA

Portion of Work: PLASTER

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: 4/19/12

Proper Name of Bidder: Monterey Mechanical Co.

Signature: 

Print Name: Gary Hargrave

Title: Vice President

END OF DOCUMENT

Subcontractor Name: DARDEN PAINTING Location: CONCORD, CA

Portion of Work: PAINTING

Subcontractor Name: KVF PLASTER Location: PETALUMA, CA

Portion of Work: PLASTER

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: 4/19/12

Proper Name of Bidder: Monterey Mechanical Co.

Signature: 

Print Name: Gary Hargrave

Title: Vice President

END OF DOCUMENT

DOCUMENT 00 45 01
(FORMERLY DOCUMENT 00310)

SITE-VISIT CERTIFICATION

PROJECT: Chabot Elementary - Caldecott Tunnel Air Quality (Project Name)

PROJECT NO.: 0715

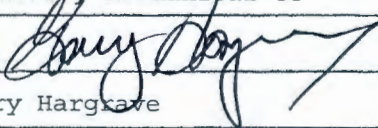
Check whichever option applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

I certify that Andy Potts (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 4/19/12
Proper Name of Bidder: Monterey Mechanical Co
Signature: 
Print Name: Gary Hargrave
Title: Vice President

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

SITE-VISIT CERTIFICATION
DOCUMENT 00 45 01-1

DOCUMENT 00 45 19
(FORMERLY DOCUMENT 00330)

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

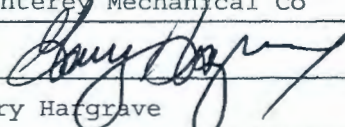
STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

Gary Hargrave

being first duly
of

sworn deposes and says that he or she is Vice President
Monterey Mechanical Co., the Bidder making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the District of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: 4/19/12
Proper Name of Bidder: Monterey Mechanical Co
Signature: 
Print Name: Gary Hargrave
Title: Vice President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

NONCOLLUSION AFFIDAVIT
DOCUMENT 00 45 19-1

DOCUMENT 00 45 26
(FORMERLY DOCUMENT 00905)

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 07115 between the Oakland Unified School District (the "District" or the "Owner") and Monterey Mechanical Co (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

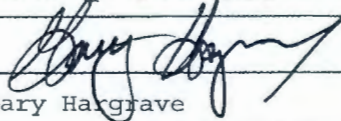
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 4/19/12

Proper Name of Bidder: Monterey Mechanical Co

Signature: 

Print Name: Gary Hargrave

Title: Vice President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Chabot Elementary School
Caldecott Tunnel Air Quality Grant
Project No. 07115
February 25, 2012

WORKERS' COMPENSATION CERTIFICATION
DOCUMENT 00 45 26-1



Liberty Mutual Surety

**1340 Treat Blvd., Suite 550
Walnut Creek, CA 94597
Office: (888) 446-6146
Facsimile: (925) 256-4349**

April 17, 2012

Oakland Unified School District
Attn: Purchasing Dept.
900 High Street, 2nd Floor
Oakland, CA 94601

Re: Monterey Mechanical Co.
Chabot Elementary School - Caldecott Tunnel Air Quality Grant, Project No. 0715

To Whom It May Concern:

Monterey Mechanical Co. is highly regarded and valued client of Safeco Insurance Company of America, a California admitted surety and a wholly owned subsidiary of Liberty Mutual Insurance Company. Contact: Kevin Fayaud located at 1340 Treat Blvd., Walnut Creek, CA 94597 Telephone: 925-979-6708. Monterey Mechanical Co. has been a surety client of Safeco Insurance Company of America since 2004. We have approved single jobs in excess of \$50,000,000.00 and aggregate workloads in excess of \$100,000,000.00 Monterey Mechanical Co. has current available bonding capacity of \$80,000,000.00

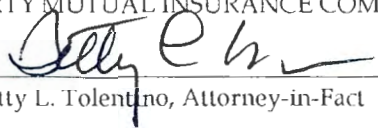
You understand, of course, that any arrangement for final bonds is a matter between Liberty Mutual Insurance Company and Monterey Mechanical Co. and Liberty Mutual Insurance Company assumes no liability to you or to third parties, if, for any reason, we do not execute a final bond or bonds.

Liberty Mutual Insurance Company, a California admitted surety located at 1340 Treat Blvd., Walnut Creek, California 94597. It is among the top ten surety companies in America and is listed in the United States Treasury Department List of Companies Holding Certificates of Authority as Acceptable Sureties. We have a "Best's" Rating of A Excellent.

Maureen O'Connell, Senior Vice President, of Gallagher Construction Services, located at One Market Street, Spear Tower, Suite 200, San Francisco, CA 94105 Telephone (415) 288-1667 maybe contacted to confirm the broker relationship.

LIBERTY MUTUAL INSURANCE COMPANY

BY: _____


Betty L. Tolentino, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

April 17, 2012 before me M. Moody, Notary Public

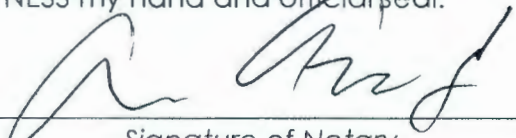
personally appeared Betty L. Tolentino

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 of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 29th day of December, 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of December, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of April, 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-822-8240 between 9:00 am and 4:30 pm EST on any business day



AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Chabot Caldecott Tunnel Air Quality Grant	Site	Chabot ES
---------------------	---	-------------	-----------

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	Monterey Mechanical	Agency's Contact	Gary Hargrave		
OUSD Vendor ID #	F003624	Title	Project Manager		
Street Address	8275 San Leandro Street	City	Oakland	State	CA Zip 94621
Telephone	510-632-3173	Policy Expires	4-1-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07115				

Term

Date Work Will Begin	5-24-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-17-2012
----------------------	-----------	---	-----------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$348,540.00
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
9299, 9399, 9499	Grant Funding	1069003890	6271	\$348,540.00
				\$

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	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature				Date Approved	5-11-12
2.	General Counsel, Department of Facilities Planning and Management					
	Signature				Date Approved	5-12-12
3.	Associate Superintendent, Facilities Planning and Management					
	Signature				Date Approved	
	President, Board of Education					
4.	Signature				Date Approved	