

Board Office Use: Legislative File Info.	
File ID Number	16-1524
Introduction Date	6-22-2016
Enactment Number	16-1084
Enactment Date	6-22-16 <i>ON</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education *[Signature]*
From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer *VEH*
 Joe Dominguez, Deputy Chief, Facilities Planning and Management
Board Meeting Date June 23, 2016
Subject Award of Bid Agreement -George E. Masker Company - Fruitvale Elementary School Exterior Painting Project

Action Requested Adoption by the Board of Education of Resolution No. 1516 -0251, - Award of Bid Agreement between the District and George E. Masker Company, Oakland, CA., for the latter to provide exterior painting and prime of Fruitvale Elementary School campus, in conjunction with the Fruitvale Elementary School Exterior Painting Project, in the amount of \$134,000.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of (42) calendar days, commencing June 23, 2016 and concluding no later than August 1, 2016.

Discussion This work is needed due to time constraints painting needed to be done under a tight schedule.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Construction Contract - Formal - Advertised Bid / Awarded to lowest responsive, responsible bidder.

Recommendation Adoption by the Board of Education of Resolution No. 1516 -0251, - Award of Bid Agreement between the District and George E. Masker Company, Oakland, CA., for the latter to provide exterior painting and prime of Fruitvale Elementary School campus, in conjunction with the Fruitvale Elementary School Exterior Painting Project, in the amount of \$134,000.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of (42) calendar days, commencing June 23, 2016 and concluding no later than August 1, 2016.

Fiscal Impact Fund 14, Deferred Maintenance Fund

Attachments

- Award of Bid Agreement
- Certificate of Insurance
- Payment & Performance Bonds



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

RESOLUTION NO. 1516-0251

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
FRUITVALE ELEMENTARY SCHOOL EXTERIOR PAINTING PROJECT**

WHEREAS, the District has heretofore requested bids for exterior painting and prime of Fruitvale Campus, for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
George E. Masker	Oakland, CA	\$134,000.00
Cam Painting	Bell Canyon, CA	\$339,000.00

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;

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **GEORGE E. MASKER, INC.**, for the performance of the bid work, in the amount of **ONE HUNDRED THIRTY-FOUR THOUSAND, DOLLARS AND NO CENTS (\$134,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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



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

RESOLUTION NO. 1516-0251

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
FRUITVALE ELEMENTARY SCHOOL EXTERIOR PAINTING PROJECT**

Page 2 of 2

Passed by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Meeting I of the Governing Board of the Oakland Unified School District held on June 22, 2016.

File ID Number: 16-1524
Introduction Date: 6/22/16
Enactment Number: 16-1084
Enactment Date: 6/24/16
By: CD

Antwan Wilson, Superintendent and
Secretary, Board of Education



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1524

Department: OUSD Buildings & Grounds

Vendor Name: George E. Masker Company

Project Name: Fruitvale Elementary School Exterior Painting Project **Project No.:** 16119

Contract Term: Intended Start: June 23, 2016 Intended End: August 1, 2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 134,000.00

Approved by: Charles Smith/Robert Strong

Is Vendor a local Oakland Business or have they met the requirements of the

Local Business Policy? Yes No

How was this Vendor selected?

This project was competitively bid, George E. Masker Company was the lowest responsive bidder for the project.

Summarize the services this Vendor will be providing.

Prime and Paint exterior of Fruitvale Elementary School campus.

Was this contract competitively bid? Yes No

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

33502

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **26th day of May, 2016**, by and between the Oakland Unified School District ("District" or "Owner") and **George Masker, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **Fruitvale Elementary School Exterior Painting**

PROJECT NO.: **16119**

RESOLUTION NUMBER: **1516 -0251**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Forty-two (42)** 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

OAKLAND UNIFIED SCHOOL DISTRICT
Project Name: Fruitvale Elementary School Exterior Painting
Project Number: 16119
May 9, 2016

AGREEMENT

showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

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

any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

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

$$\begin{array}{r} \underline{\text{One hundred nineteen thousand dollars and no cents}} \\ (\$119,000.00), \text{ (Base Contract Amount)} \\ + \quad \underline{\$ \text{ Fifteen thousand dollars}} \\ (\$ 15,000.00), \text{ (Contingency Allowance Amount)} \\ \hline = \quad \underline{\text{One hundred thirty-four thousand dollars and no cents}} \\ (\$134,000.00), \text{ ("Contract Price")} \end{array}$$

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

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

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

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

Susie Butler-Berkley
Contract Analyst

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

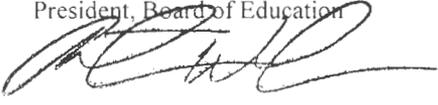
Dated: June 22nd, 20 16

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

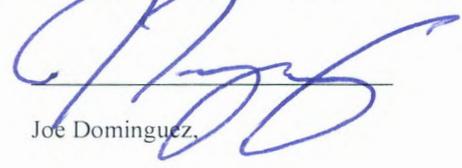
Print Name: James Harris

Print Title: President, Board of Education

By: 

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

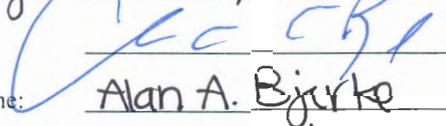
By: 

Print Name: Joe Dominguez

Print Title: Deputy Chief, Facilities Planning and Management

Dated: June 2, 20 16

George E. Masker, Inc CONTRACTOR

By: 

Print Name: Alan A. Bjurke

Print Title: president

Approved as to Form:

By: 

Print Name: Catherine 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: 16-1524
Introduction Date: 6-22-16
Enactment Number: 16-1084
Enactment Date: 6-22-16
By: 02

DOCUMENT 00 41 13

BID FORM

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

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

DIR 10 Digit Registration No.: 100000521

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 16119**

PROJECT: Fruitvale Elementary School Exterior Painting

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

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

One Hundred and Nineteen Thousand	Dollars	\$ 119,000.00
BASE BID Amount		
Fifteen Thousand Dollars		\$15,000.00
Contingency Allowance Amount		
One Hundred and Thirty - Four Thousand	dollars	\$ 134,000.00
TOTAL BID Amount		

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Fruitvale Elementary
 Project: Exterior Painting
 Project #: 16119
 Estimate: \$200,000

Date: Monday, May 23, 2016
 Time: 2:00 PM
 Project Mgr: Robert Strong Jr.
 Architect: _____

Signature of Witness to Bid

Signature of Bid Opener

Company: George Masker Inc Address: 7699 Edgewater Drive City/State: Oakland, CA Phone: 510-568-1206 Fax: 510-638-2530	Base Bid: \$119,000.00 Allowance: \$ 15,000.00 TOTAL: \$ 134,000.00 Alternates:	Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond X Non-Collusion X Iran Contracting Certification X Site Visit Certification X Contractor's Sub List X Required Doc's within 24 hrs Debarment Suspension & Schd Z X Local Business Participation Form X DVBE Forms X
	<u>Time Submitted</u> <u>Date Submitted</u> 1:03 PM 5/23/2016	
	<u>Time Opened</u> <u>Date Opened</u> 2:09 PM 5/23/2016	
Company: CAM Painting, Inc Address: 29 Hackamore Lane City/State: Bell Canyon, CA Phone: 818-716-7410 Fax:	Base Bid: \$324,000.00 Allowance: \$ 15,000.00 TOTAL: \$ 339,000.00 Alternates:	Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond X Non-Collusion X Iran Contracting Certification X Site Visit Certification X Contractor's Sub List X Required Doc's within 24 hrs Debarment Suspension & Schd Z X Local Business Participation Form X DVBE Forms X
	<u>Time Submitted</u> <u>Date Submitted</u> 8:55 AM 5/23/2016	
	<u>Time Opened</u> <u>Date Opened</u> 2:09 PM 5/23/2016	
Company: Address: City/State: Phone: Fax:	Base Bid: Allowance: TOTAL: Alternates:	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Iran Contracting Certification Long Form Pre-Q Site Visit Certification Contractor's Sub List Required Doc's within 24 hrs Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
	<u>Time Submitted</u> <u>Date Submitted</u>	
	<u>Time Opened</u> <u>Date Opened</u>	
Company: Address: City/State: Phone: Fax:	Base Bid: Allowance: TOTAL: Alternates:	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Required Doc's within 24 hrs Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
	<u>Time Submitted</u> <u>Date Submitted</u>	
	<u>Time Opened</u> <u>Date Opened</u>	

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: George E. Masker, Inc.
 Project: Fruitvale Elementary Exterior Painting
 Project #: 16119
 Estimate:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$ 119,000	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: George E. Masker, Inc. Address: 7699 Edgewater Drive City/State: Oakland, CA 94621 Phone: (510) 568-1206	\$ 89,250	75%			4704
Company: Allied Painters, Inc. Address: 3425 Ettie St City/State: Emeryville, CA 94608 Phone: (510) 658-4315	\$ 29,750	25%			6959
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	119,000	100%		0.0%	100%

APPROVAL - LBU Compliance Officer

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

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

Fruitvale Elementary School Exterior Painting, Project No. 16119 (Project Name)
("Project" or "Contract")

which Contract dated May 26, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Thirty Four Thousand and No/100----- DOLLARS

(\$ 134,00.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Exterior Painting
Project No. 16119
May 9, 2016

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

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

Attention: Luis Espinoza

Telephone No.: (415) 932-7079

Fax No.: (415) 932-7185

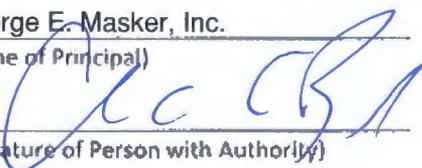
E-mail Address: Luis.Espinoza@cnsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 2nd day of June, 2016.

Principal

George E. Masker, Inc.

(Name of Principal)

By: 

(Signature of Person with Authority)

Alan A. Bjirke

(Print Name)

Surety

Western Surety Company

(Name of Surety)

By: 

(Signature of Person with Authority)

John J. Daley, Attorney-in-Fact

(Print Name)

Poms & Associates Insurance Brokers, LLC

(Name of California Agent of Surety)

1255 Treat Boulevard, 10th Floor

Walnut Creek, CA 94597

(Address of California Agent of Surety)

925/338-8412

(Telephone Number of California Agent of Surety)

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

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Exterior Painting
Project No. 16119
May 9, 2016

PERFORMANCE BOND
DOCUMENT 00 61 14-2

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Exterior Painting
Project No. 16119
May 9, 2016

PERFORMANCE BOND
DOCUMENT 00 61 14-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

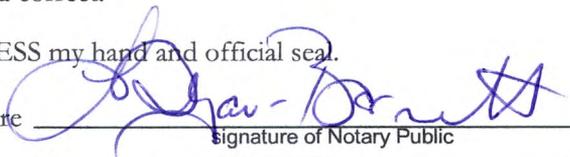
On June 2, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

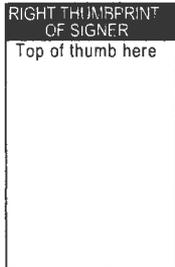
Title or Type of Document Bond Number: 929618477

Document Date: June 2, 2016 Number of Pages: Three (03)

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

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: Western Surety Company

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



Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



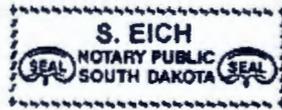
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of June, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

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

WESTERN SURETY COMPANY

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

SURETY and LIABILITY

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

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

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

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

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

DOCUMENT 00 61 15

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Fruitvale Elementary School Exterior Painting, Project No. (Project Name)
(“Project” or “Contract”) 16119

which Contract dated May 26, 20 16 and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

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

One Hundred Thirty Four Thousand and 00/100----- DOLLARS

(\$ ----134,000.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Exterior Painting
Project No. 16119
May 9, 2016

PAYMENT BOND
DOCUMENT 00 61 15 -1

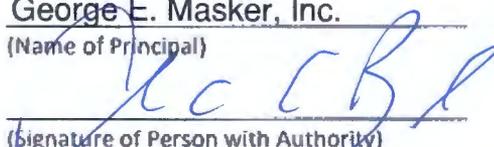
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 2nd day of June, 2016.

Principal

George E. Masker, Inc.

(Name of Principal)


(Signature of Person with Authority)

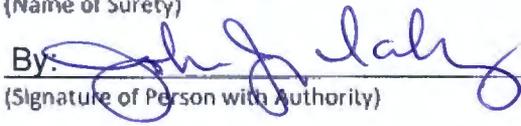
Alan A. Björke

(Print Name)

Surety

Western Surety Company

(Name of Surety)

By: 

(Signature of Person with Authority)

John J. Daley, Attorney-in-Fact

(Print Name)

Poms & Associates Insurance Brokers

(Name of California Agent of Surety)

1255 Treat Boulevard, 10th Floor

Walnut Creek, CA 94597

(Address of California Agent of Surety)

925/338-8412

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Fruitvale Elementary School
Exterior Painting
Project No. 16119
May 9, 2016

PAYMENT BOND
DOCUMENT 00 61 15 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On June 2, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature *L. Byas-Barnett*
signature of Notary Public

OPTIONAL

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

Description of Attached Document

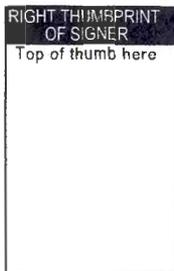
Title or Type of Document Bond Number: 929618477

Document Date: June 2, 2016 Number of Pages: Two (02)

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

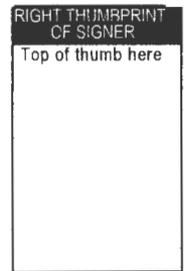
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Western Surety Company

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



Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



WESTERN SURETY COMPANY

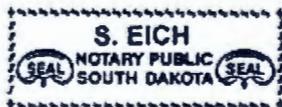
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of June, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

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

WESTERN SURETY COMPANY

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

SURETY and LIABILITY

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

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

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

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

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



AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Fruitvale Elementary School Exterior Painting	Site	117
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	George E. Masker, Company	Agency's Contact	Matt Johnson
OUSD Vendor ID #	V050057	Title	Project Manager
Street Address	887 71 st Ave	City	Oakland
Telephone	510-568-1206	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	16119	Policy Expires	
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term			
Date Work Will Begin	6-23-2016	Date Work Will End By (not more than 5 years from start date)	8-1-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$134,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0502	Fund 14, Deferred Maintenance	1179000810	6200	\$134,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	6/15/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	6-15-16	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		