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Introduction Date	6-12-2013
Enactment Number	13-1123
Enactment Date	6-12-13 y

Memo

To Board of Education

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

Board Meeting Date June 12, 2013

Subject Award of Bid - A&E Emaar Company - Ralph Bunche Portable Installation Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0165, Award of Bid and Construction Contract on behalf of the District for the Ralph Bunche Portable Installation Project to A&E Emaar Company, 918-B Ramona Avenue, Albany, CA 94706 in the amount of \$128,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: three hundred sixty-five days(365) Calendar Days, commencing June 12, 2013, and ending on June 12, 2014.

Background The Ralph Bunche is undergoing major renovation and will provide portable classrooms to accommodate the students.

Local Business Participation Percentage 34.70%

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



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0165, Award of Bid and Construction Contract on behalf of the District for the Ralph Bunche Portable Installation Project to A&E Emaar Company, 918-B Ramona Avenue, Albany, CA 94706 in the amount of \$128,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: three hundred sixty-five days(365) Calendar Days, commencing June 12, 2013, and ending on June 12, 2014.

Fiscal Impact

County School Facilities Fund

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1213-0165

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
RALPH BUNCHE HIGH SCHOOL PORTABLE INSTALLATION PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes the installation of general electric, fire alarm, outside phone lines on two (2) district leased portables. The scope also includes installation of owner furnished lunch tables and accessories; installation of striping, landscape and site improvements for the Oakland Unified School District of Alameda County, California; and;

WHEREAS three (3) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
A & E Emaar Company	Albany, CA	\$128,000.00
Ray's Electric	Oakland, CA	\$139,000.00
Trinet Construction	San Francisco, CA	\$198,000.00

and,

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

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Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **A&E EMAAR COMPANY** , for the performance of the bid work, in the amount of **ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$128,000.00)** 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 **A&E EMAAR COMPANY** for the performance of bid work.

Passed by the following vote:

AYES: Jody London, Christopher Dobbins, James Harris and
President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: Roseann Torres and Vice President Jumoke Hinton Hodge

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 12, 2013.



Edgar Rakestraw, Jr.
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 15th day of May, 2013, by and between the Oakland Unified School District ("District" or "Owner") and A&E Emaar Company ("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: **Ralph Bunche Portable Installation Project**

PROJECT NO.: **13104**

RESOLUTION NUMBER: **1213-0165**

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

2. The Contract Documents:

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

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Three hundred sixty-five (365)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor.

A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by June 13, 2014.**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
 5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A/B 862199 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

One hundred eighteen thousand dollars and no cents

(\$118,000.00), (Base Contract Amount)

+ **Ten thousand dollars Dollars**

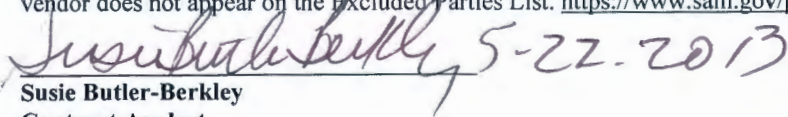
(\$10,000.00), (Contingency Allowance Amount)

= **One hundred twenty-eight thousand dollar and no cents**

(\$128,000.00), (“Contract Price”)

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
 - b. The Contract Price shall be paid in lawful money of the United States.
 - c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
15. **Authority of Contractor’s Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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: 6/13/13, 20

Dated: 5/23, 2013

OAKLAND UNIFIED SCHOOL DISTRICT

A/E Embar Computer CONTRACTOR

By: 

By: 

Print Name: David Kakashiba

Print Name: Usama ElSaied


Print Title: President, Board of Education

Print Title: Manager

By: 

Print Name: Edgar Rakestraw, Jr.


Print Title: Secretary, Board of Education

By:  5/31

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: 

Print Name:

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

DOCUMENT 00 61 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 A & E Emaar Company, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Ralph Bunche Portable Installation Project, #13104 (Project Name)
(Project or "Contract")

which Contract dated May 15, 20 13 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, American Contractors

NOW, THEREFORE, the Principal and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Twenty-Eight Thousand & no/100 Dollars (\$ 128,000.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of May, 2013.

A & E Emaar Company

Principal

By 

American Contractors Indemnity Company

Surety

By  Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Fran. CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PAYMENT BOND
DOCUMENT 00 61 15-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the
laws of California, 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

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 23rd day
of May, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 24th
day of May, 19 94.



By

John G. Amador
John G. Amador
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
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.

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Four Million***** Dollars (\$**4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:


Daniel P. Aguilar, Vice President

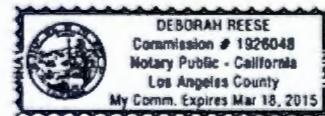
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



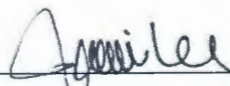
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of May, 2013

Corporate Seals



Bond No. 1000971985
Agency No. 2009


Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 22, 2013 before me, Maureen E. Schmidt, notary public

personally appeared Anthony F. Angelicola

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



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXECUTED IN 2 COUNTERPARTS

BOND# 1000971985
Premium: Included

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and A & E Emaar Company, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Ralph Bunche Portable Installation Project, #13104 (Project Name)
("Project" or "Contract")

which Contract dated May 15, 20 13 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.
American Contractors

NOW, THEREFORE, the Principal and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Twenty-Eight Thousand & no/100 Dollars (\$ 128,000.) lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of May, 2013.

A & E Emaar Company

Principal

By 

American Contractors Indemnity Company

Surety 

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Fran. CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PAYMENT BOND
DOCUMENT 00 61 15 -2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the
laws of California, 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

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 23rd day
of May, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 24th
day of May, 19 94.



By

Victoria S. Sidbury
John Casanovi
Insurance Commissioner
Victoria S. Sidbury
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.

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Four Million***** Dollars (\$ **4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of May, 2013

Corporate Seals



[Signature]
Jeannie Lee, Assistant Secretary

Bond No. 1000971985
Agency No. 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco



On May 22, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and A & E Emaar Company, ("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:

Ralph Bunche Portable Installation Project, #13104 (Project Name)
("Project" or "Contract")

which Contract dated May 15, 2013 and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

American Contractors

NOW, THEREFORE, the Principal and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Twenty-Eight Thousand & no/100 DOLLARS (\$128,000), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-1

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

601 S. Figueroa St., suite 1600

Los Angeles, CA 90017

Attention: Jennifer Dodge

Telephone No.: (310) 242- 2989

Fax No.: (310) 242- 2989

E-mail Address: JDodge@hccsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of May, 2013.

A & E Emaar Company

Principal

By 

American Contractors Indemnity Company

Surety

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Fran. CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-3

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the
laws of California, 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

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 23rd day
of May, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 24th
day of May, 19 94.



By

Victoria S. Sidbury
John G. Campbell
Insurance Commissioner
Victoria S. Sidbury
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.

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Four Million***** Dollars (\$ **4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

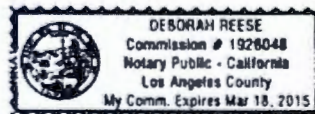
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of May, 2013

Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. 1000971985 Agency No. 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 22, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

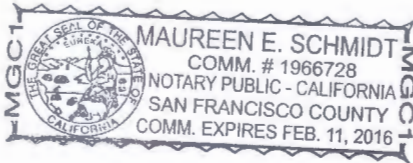
personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and A & E Emaar Company, ("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:

Ralph Bunche Portable Installation Project, #13104 (Project Name)
(“Project” or “Contract”)

which Contract dated May 15, 20 13 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;

American Contractors

NOW, THEREFORE, the Principal and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Twenty-Eight Thousand & no/100 DOLLARS (\$128,000), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-1

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

601 S. Figueroa St., suite 1600

Los Angeles, CA 90017

Attention: Jennifer Dodge

Telephone No.: (310) 242- 2989

Fax No.: (310) 242- 2989

E-mail Address: JDodge@hccsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of May, 2013.

A & E Emaar Company

Principal

By 

American Contractors Indemnity Company

Surety

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Fran. CA 94103

Address of California Agent of Surety

415-543-0111

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

PERFORMANCE BOND
DOCUMENT 00 61 14-3

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the
laws of California, 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

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 23rd day
of May, 19 94, I have hereunto set
my hand and caused my official seal to be affixed this 24th
day of May, 19 94.



By

John G. ...
Insurance Commissioner
Victoria S. ...
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.

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Four Million***** Dollars (\$**4,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

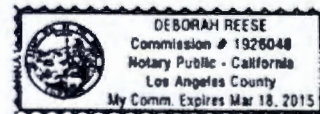
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of May, 2013

Corporate Seals

Bond No. 1000971985
Agency No. 2009



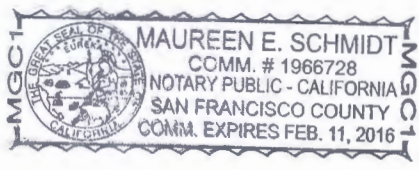
[Signature]
Jeannie Lee, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Francisco

On May 22, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer
 personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

05/20/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY US ASSURE INSURANCE SERVICES OF FLORIDA, INC. D/B/A INLINK INSURANCE SERVICES P.O. BOX 10610 JACKSONVILLE, FL 32247-0120		PHONE (A/C, No, Ext):		COMPANY American Zurich Insurance Company	
FAX (A/C, No):		E-MAIL ADDRESS: wmohammad@farmersagent.com			
CODE: A0083091		SUB CODE:			
AGENCY CUSTOMER ID #:				LOAN NUMBER	
INSURED A & E Emaar Company 918-B Ramona Ave Albany, CA 94706				POLICY NUMBER ER05602356	
		EFFECTIVE DATE 05/16/2013		EXPIRATION DATE 05/16/2014	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

1240 18th St
Oakland, CA 94607

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$2,500
Any One Building or Structure	\$128,000	
All Covered Property at all Locations	\$128,000	

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Oakland Unified School District 1240 18th St Oakland, CA 94607	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2013 1:33 PM

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 Wael A Mohammad 3350 Wilshire Blvd, Suite 456 Los Angeles, CA 90010	CONTACT NAME: wael Mohammad PHONE (A/C, No, Ext): 323-546-3030 E-MAIL ADDRESS: wael@casurance.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 310-464-0633
	INSURER(S) AFFORDING COVERAGE	
INSURED Usama Mohamed El-Saied, DBA: A&E Emaar Company 918-B RAMONA AVE ALBANY, CA 94706	INSURER A: Security National Insurance Company	NAIC # 19879
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NA105877900	5/17/2013	5/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NA105877900	05/17/13	05/17/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>	WCC 0035067 00	01/22/13	01/22/14	<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)
 OAKLAND UNIFIED SCHOOL DISTRICT, VINCENT ACADEMY AT RALPH J. BUNCHEH HIGH SCHOOL
 PORTABLE INSTALLATION PROJECT NO. 13104

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT VINCENT ACADEMY AT RALPH J. BUNCHEH HIGH SCHOOL PORTABLE INSTALLATION PROJECT NO. 13104 1025 Second Avenue Oakland, CA 94606-2212	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 Wael Mohammad
---	---

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DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: A & E Emaar Company
(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: Portable Installation -- Vincent Academy at Ralph J. Bunche High School
PROJECT NO.: 13104

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

Base Bid Amount:	\$ <u>118,000</u>
Contingency Allowance Amount:	\$ <u>10,000.00</u>
Total Bid Amount:	\$ <u>128,000</u>

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

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Not Used.

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

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

NOT USED.

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

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

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

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

No. <u>1</u> , Dated <u>4/13</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>5/13</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a 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 8th day of May 20 13

Name of Bidder A & E Emaar Company

Type of Organization Sole

Signed by [Signature]

Title of Signer manager

Address of Bidder 918-B Ramona Ave Albany, CA

Taxpayer's Identification No. of Bidder _____

Telephone Number 510 253 5337

Fax Number 510 527 3614

E-mail aconstm@gmail.com Web page _____

Contractor's License No(s): No: 862199 Class: A/B Expiration Date: 8/31/13

No: _____ Class: _____ Expiration Date: _____

No: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 42 00
(FORMERLY DOCUMENT 00310)

CONTINGENCY ALLOWANCE

1. CONTINGENCY ALLOWANCE AMOUNT

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

Ten thousand dollars \$ 10,000.00

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 ("ABD"). Please refer to Section 00700, Article 7.02 D, regarding Contractor's markup for overhead and profit for work performed under an ABD.

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 A & E Emaar Company as Principal ("Principal"),
and American Contractors Indemnity Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Calif. 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 Obligor, in the sum of Ten percent (10%) of the total amount bid not to exceed:
Twelve Thousand, Eight Hundred & no/100-- (\$ 12,800.00)

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:
Vincent Academy at Ralph J. Bunche HS Portables Installation
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 Obligor becoming effective, or if the Principal shall fully reimburse and save harmless the Obligor from any damage sustained by the Obligor 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 Obligor 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 Obligor and judgement is recovered, the Surety shall pay all costs incurred by the Obligor 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
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

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
7th day of May, 2013.

A & E Emaar Company
Principal

By 

American Contractors Indemnity Company
Surety 

By Anthony F. Angelicola, attorney-in-fact

First Pacific Bonding

Name of California Agent of Surety

5-Third St. #825, San Fran. CA 94103

Address of California Agent of Surety

415-543-0111

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
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

BID BOND
DOCUMENT 00 43 13-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

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

American Contractors Indemnity Company

of Los Angeles, California, organized under the laws of California, 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

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 23rd day of May, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 24th day of May, 19 94.



By

John G. ...
Insurance Commissioner
Victoria S. Sidbury
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.

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Four Million***** Dollars (\$ **4,000,000.00**). This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

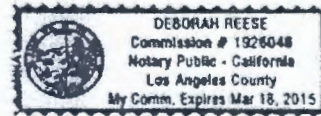
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of May, 2013

Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. 1000933897-Q Agency No. 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 7, 2013 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

DOCUMENT 00 45 01
(FORMERLY DOCUMENT 00310)

SITE-VISIT CERTIFICATION

PROJECT: Vincent Academy at Ralph Bunche HS (Project Name)

PROJECT NO.: 13104

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 _____ (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.

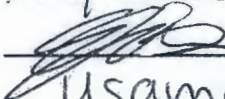
Date:

5/8/13

Proper Name of Bidder:

A & E Emaar

Signature:



Print Name:

Usama El-Saied

Title:

manager

END OF DOCUMENT

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)
COUNTY OF Alameda) ss.

Usama El-Said being first duly
sworn deposes and says that he or she is manager of AEE Enaar, 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: 5/8/13
Proper Name of Bidder: AEE Enaar
Signature: 
Print Name: Usama El-Said
Title: Manager

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

See attached
acknowledgment
certificate.

OAKLAND UNIFIED SCHOOL DISTRICT
Vincent Academy at Ralph J. Bunche High School
Portable Installation
Project No. 13104
April 10, 2013

NONCOLLUSION AFFIDAVIT
DOCUMENT 00 45 19-1

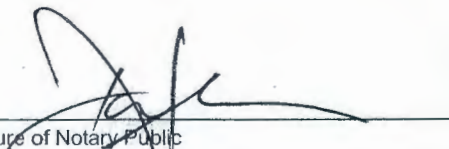
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda

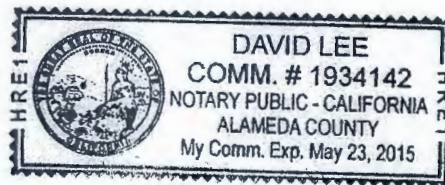
On MAY 08, 2013 before me, David Lee Notary Public,
personally appeared

USAMA EL SAIED
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 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: NON COLLUSION AFFIDAVIT

Document Date: _____ Number of Pages: _____

signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Vincent Academy at Ralph Bunche HS (Project Name)

PROJECT NO.: 13104 BIDDER'S NAME A & E Emaar

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: AAA Fence Location: Santa Clara

Portion of Work: fence

Subcontractor Name: UWA Location: Oakland

Portion of Work: Electrical

Subcontractor Name: IDig Location: Vaca ville

Portion of Work: excavation

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: _____

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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: 5/8/13

Proper Name of Bidder: A & E Emaar

Signature: 

Print Name: Usama El-Sayed

Title: manager

END OF DOCUMENT



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

May 8, 2013

A&E Emaar Company
918-B Ramona Ave,
Albany, CA 94706

**Re: Oakland Unified School District
Vincent Academy at Ralph J. Bunche High School Portable Installation
Project No. 13104
Notice of Intent to Award**

Dear Mr. El-Saied:

This letter shall serve as **Notice of Intent to Award** the Construction Contract pending approval by the Board of Education, of your contract with the Oakland Unified School District based on your bid submitted on **May 8, 2013** in the amount of **\$ 118,000 including Allowance, totaling \$ 10,000, with a grand total value of \$ 128,000.**

Upon Board action, we will forward to your office the agreement and optional "Escrow Agreement in Lieu of Retention" forms for processing. Upon receipt, should you find these forms acceptable, please sign and return all copies to OUSD for execution.

In order to issue your contract and Notice to Proceed, the following documents need to be submitted **within seven, (7) calendar days,** by **May 15, 2012** to: **Eric Sih**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

- a. Performance Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- b. Payment Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- c. Local contact for Surety, with name, phone number, and address to which legal notices may be sent.)
- d. Certificates of Insurance (Admitted in California)
 - i. Public Liability Insurance, including Comprehensive General Liability Liability Insurance as outlined in the General Conditions.
 - ii. Worker's Compensation Insurance, as outlined in the General Conditions.
 - iii. Automobile Liability Insurance Policy as outlined in the General Conditions.
 - iv. Builders Risk Insurance
 - i.) and iii.) Name Oakland Unified School District and Project Manager as Additional Insured and reference the specific project on the certificates for items a. through d., listed above.
 - iv.) Name Oakland Unified School District as loss payee. All certificates must give thirty, (30) days notice to Oakland Unified School District of insurance policy cancellation or reduction in coverage.

- e. Provide confirmation by **A&E Emaar Company** and by all of **A&E Emaar Company's subcontractors** to the OUSD Project Labor Agreement - (PLA), by return of the Letter of Assent, to *Davillier- Sloan, Inc.*

A&E Emaar Company will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1630 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

A&E Emaar Company will also provide an original signed copy of their Letter of Assent to:

Eric Sih, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland CA 94601

Time is of the essence for this project, so please expedite the delivery of the above listed documents. These documents must be received and a contract must be executed before a "**Notice to Proceed**" can be issued.

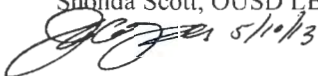
If you have any questions, please feel free to give the **Eric Sih**, Project Manager, a call at (510) 535-7077 and/or his cell (510) 912-7915.

Very truly yours,

Timothy E. White
Assistant Superintendent
Division of Facilities Planning and Management

TW: es

cc: Tadashi Nakadegawa, OUSD Director of Facilities
Susie Butler-Berkley, OUSD Contract Administrator
Eric Sih, OUSD Project Manager
Pamila Henderson, OUSD Labor Management
Shonda Scott, OUSD LBE Compliance



Eric Sih 5/10/13

Eric Sih

From: shonnell@360tcpr.com
Sent: Friday, May 10, 2013 6:43 AM
To: juanita.white@ousd.k12.ca.us; Eric Sih
Cc: shonda@360tcpr.com
Subject: Bid Calculations
Attachments: LBP_CALCULATION_Vincent_Academy_Portables_DueDate_05-08-2012.pdf

Juanita/Eric,

According to the bid information received, A & E Emaar Company is the lowest responsive bidder for the Vincent at Ralph Bunche HS Portable Installation projection, meeting the District's minimum LBU requirement. If you have any questions/concerns, please do not hesitate to contact me.

Thank you,

Shonnell Frost-Gibbs | 360 Total Concept, LLC Shonnell@360tcpr.com | www.360tcpr.com

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **A & E Emaar Company**

Project: Vincent Academy at Ralph Bunche HS Portable Installation

Project #:13104

Estimate: \$100,000

Wednesday, May 8, 2013

Time: 2:00 pm

Project Mgr: Eric Sih

Architect: HY Architects

Based Bid \$ **118,000.00**

Verified Local Business Participation 3.0% \$ **3,540.00**

Based Bid W/ LBP Discount \$ **114,460.00**

	LBE	SLB	SLBR	COMMENTS:
Company: A & E Emaar Co.				1
Address: 918-B Ramona Avenue				2
City/State: Albany, CA				3
Phone:(510) 253-5337				4
Company: UWA Electric				1
Address: 2737 Seminary Avenue				2
City/State: Oakland, CA			34.75%	3
Phone: (510) 543-6386				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4

TOTAL PARTICIPATION	0.0%	0.00%	34.75%
----------------------------	------	-------	--------

34.75%

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Vincent Academy @ Ralph Bunche High School
 Project: Portable Installation
 Project #: 13104
 Estimate: \$100,000

Date: Wednesday, May 8, 2013
 Time: 2:00 PM
 Project Mgr: Eric Shi
 Architect: Hy Architects

Signature of Witness to Bid: *Terrence C. [Signature]* Signature of Bid Opener: *[Signature]*

Company:	A & E Emaar Company	Base Bid:	\$118,000.00	Required Day of Bid:	
Address:	918 -B Ramona Ave	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Albany, CA	TOTAL:	\$ 128,000.00	Addendum Acknow.	X
Phone:	510-253-5337	Alternates:		Bid Bond	X
Fax:	510-527-3614			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:54 PM	5/8/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
		2:00 PM	5/8/2013	Local Business Participation Form	
				DVBE Forms	

Company:	Rays Electric	Base Bid:	\$129,000.00	Required Day of Bid:	
Address:	411 Pendleton Way Ste B	Allowance:	\$10,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$139,000.00	Addendum Acknow.	X
Phone:	510-577-7700	Alternates:		Bid Bond	X
Fax:	510-577-7706			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:52 PM	5/8/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
		2:00 PM	5/8/2013	Local Business Participation Form	
				DVBE Forms	

Company:	Trinet Construction	Base Bid:	\$188,000.00	Required Day of Bid:	
Address:	2560 Marin Street	Allowance:	\$10,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$198,000.00	Addendum Acknow.	X
Phone:	415-695-7814	Alternates:		Bid Bond	X
Fax:	415-695-7830			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:52 PM	5/8/2013	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
		2:00 PM	5/8/2013	Local Business Participation Form	
				DVBE Forms	

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



Interoffice Memo

Date:

To: Tadashi Nakadegawa, Director of Facilities

From: Eric Sih, Project Manager

Project Name: Vincent Academy at Ralph J. Bunche High School Portable Installation

Project No.: 13104

RE: **Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

	Responsive Low Bid	2nd Bidder	3rd Bidder
Contractor	A&E Emaar	Rays Electric	Trinet Construction
Base Bid Amount	\$118,000	\$129,000	\$188,000
Contingency Allowance	\$10,000	\$10,000	\$10,000
Total Bid Amount	\$128,000	\$139,000	\$198,000

Local Business Enterprise Participation: 34.75%

SGL recommends the award of the bid to A&E Emaar Company, for a total contract amount of \$ 128,000.

CONSTRUCTION BUDGET: \$ 260,000 BID SAVINGS: \$ 132,000

RECOMMENDATION:  Eric Sih - Project Manager

5/08/13
Date

ACCEPTANCE:  Tadashi Nakadegawa - Director of Facilities

5/13/13
Date



**OAKLAND UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND MANAGEMENT DEVELOPMENT**

NEW PROJECT AUTHORIZATION FORM

FORM INITIATION DATE: 3/22/2013
PROJECT NAME: Bunche Portable Installation
PROJECT TYPE: Portables
FUNDING SOURCE: _____
PROJECT NUMBER: 13104
SITE NUMBER: 309
PROJECT MANAGER: Eric Sih

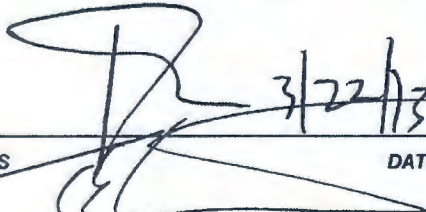
DETAILED PROJECT DESCRIPTION:

The Bunche HS Portable Installation project includes the installation of (2) two district leased portable classroom buildings. Each portable will include general electrical, general lighting and fire alarm for Vincent Academy School. The scope will also include the installation/revision of Bunche fencing/gate to accomodate Vincent students. Also, site furnishing and site improvements will be included in this project. This budget will include costs for design, inspections, and construction associated with the installation of the portables.

INITIAL PROJECT BUDGETS:

<small>(For Accounting Use Only)</small>	BUDGET		
BUDGET KEY CODE	OBJECT CODE:	DESCRIPTION	AMOUNT
	6215	Architectural/Engineering	\$ 57,024.00
	6222	DSA Fees	\$ 10,000.00
	6235	Inspector of Record	\$ 40,000.00
	6262	Other Planning Costs	\$ 12,000.00
	6265	Testing	\$ 10,000.00
	6271	Main Construction	\$ 300,976.00
TOTAL INITIAL BUDGET:			\$ 430,000.00

AUTHORIZED SIGNATURES:



 DIRECTOR OF FACILITIES DATE

 ASSISTANT SUPERINTENDENT DATE

BOARD APPROVAL:

 CONTRACT ADMINISTRATOR DATE

CC CONTRACT ADMINISTRATION FOR SUBMITTAL TO BOARD
 ACCOUNTING FOR BUDGET LOADING
 SGI FOR INPUT INTO PM DATABASE



Vicent Academy Portable Installation @ Bunche HS
Project No. 13104

March 22, 2013

No.	Work Item	Quantity	Unit Cost	Subtotal Cost
1	Lease (2) portables for 2 years	48	\$ 2,000.00	\$ 96,000
2	Electrical to (2) Classroom portables	2	\$ 10,000.00	\$ 20,000
3	Phone to (2) Classroom portables	2	\$ 10,000.00	\$ 20,000
4	Chainlink Fencing around of portables	1	\$ 10,000.00	\$ 10,000
5	Site improvement for Bunche - Lunch Tables	1	\$ 10,000.00	\$ 10,000
6	AT&T application & installation fees	1	\$ 10,000.00	\$ 10,000
7	Fire Alarm to (2) Classroom portables per TN on 3/13/13	2	\$ 10,000.00	\$ 20,000
8	Chainlink Fencing and Gate improvements for Bunche HS	1	\$ 30,000.00	\$ 30,000
9	Asphalt Repair at Bunche	1	\$ 10,000.00	\$ 10,000
Construction Costs:				\$ 226,000
Construction Contingency (10%)				\$ 22,600
Subtotal Construction Costs				\$ 248,600
Contractor MU/Bonds/Insurance:(20%)				49,720
Total Construction Costs:				\$ 298,320

Soft Costs	
Architectural Fees (20% of Construction Costs)	\$ 59,664
Inspector of Record	\$ 40,000
Simplex Fire Alarm Tech Supervision	\$ 10,000
Special Inspections/Testing	\$ 10,000
DSA Fees	\$ 10,000
Bidding/Advertising/Copying	\$ 2,000
Hazmat Inspections	\$ -
Total Soft Costs	\$ 131,664

~~-\$40,000~~
~~\$260,000~~
ORIGINAL BUDGET
FOR CONSTRUCTION
ES 5/10/13

Construction	\$ 298,320
Soft Costs	\$ 131,664
TOTAL PROJECT	\$ 429,984

69%
31%

OAKLAND UNIFIED SCHOOL DISTRICT
 CAPITAL IMPROVEMENT PROGRAM
 YEAR-OVER-YEAR PURCHASE ORDER RECONCILIATION PROCESS

#	Project Name	Vendor Info:		(a)	(b)	(c)	(d)	(e)	(f)
		Type	Name	Original Contract	Change Orders/ Amendments (Appv'd/Projected)	(a) + (b) Revised Contract	PY PO (thru FY 12/13) Amount	PY PV (thru FY 13/14) Expenditures	(c)-(a) FY 12/13 PO Amount
13104	Bunche Portables	GC	A&E	\$ 128,000.00		\$ 128,000.00			\$ 128,000.00
13104	Bunche Portables	Architect	HY Architects	\$ 34,300.00	\$ 5,000.00	\$ 39,300.00			\$ 39,300.00
13104	Bunche Portables	IOR	KDI	\$ 6,500.00		\$ 6,500.00			\$ 6,500.00
13104	Bunche Portables	Chain Link	J&R Fence	\$ 18,396.00		\$ 18,396.00	\$ 16,126.00		\$ 2,270.00
13104	Bunche Portables	Portables	Mobile Modular	\$ 67,925.00		\$ 67,925.00			\$ 67,925.00
13104	Bunche Portables	State	DSA	\$	Included in HY contract	\$			\$
13104	Bunche Portables	Fire Marshal	City of Oakland	\$	Included in HY contract	\$			\$
13104	Bunche Portables	Special Inspector	Ninyo & Moore	\$ 5,099.00		\$ 5,099.00			\$ 5,099.00
13104	Bunche Portables	Storage Container	Air-Sea Containers, Inc.	\$ 1,948.00		\$ 1,948.00			\$ 1,948.00
13104	Bunche Portables	Fire Alarm Super	Simplex Grinnell	\$ 1,440.00		\$ 1,440.00			\$ 1,440.00
13104	Bunche Portables	Site Furnishing	NVB Playgrounds, Inc.	\$ 8,029.00		\$ 8,029.00			\$ 8,029.00
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
13104	Bunche Portables			\$		\$			\$
			Total Budget	\$ 430,000.00		\$ 276,637.00	\$ 16,126.00	\$	\$ 260,511.00

Steps to develop FY 2012/2013 Purchase Orders:

- 1 Know your project vendors (as confirmed in PM Tools and IFAS).
- 2 Review the "revised contract" value for the vendors.
- 3 Identify PY (prior year) purchase orders and determine the amounts previously loaded (Note: this information is on the P Drive under "Project Manager" folder)
- 4 Confirm vendor expenditures (through IFAS reports) against PY purchase orders through June 2012.
- 5 Analyze, based on project understanding, your purchase order requirements for FY 2012/2013
- 6 Submit schedule to Accounting for processing

\$ 430,000.00
\$ 153,363.00
\$ 276,637.00

SURPLUS AS OF 6/10/13
 CURRENT EXPENSES

AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Ralph Bunche Portable Installation	Site	Ralph Bunche High School
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	A&E Emaar Company	Agency's Contact	Usama El-Saied				
OUSD Vendor ID #	V059132	Title	Project Manager				
Street Address	918-B Ramona Avenue	City	Albany	State	CA	Zip	94706
Telephone	510-253-5337	Policy Expires	5-17-2014				
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 #	13104						

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$128,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	3099003890	6271	\$128,000.00

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.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved			
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-23-13		
Associate Superintendent, Facilities Planning and Management						
3.	Signature		Date Approved	5/31		
	President, Board of Education					
4.	Signature		Date Approved			