


Board Office Use: Legislative File Info.	
File ID Number	12-2465
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2544
Enactment Date	10/10/12 O.A.



OAKLAND UNIFIED  
SCHOOL DISTRICT

Memo

To Board of Education 

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

Board Meeting Date October 10, 2012

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

	Name	Amount	Funding Source	P.O.	Project	Date	City
12-2426	A&E Emaar	\$24,086.00	Measure B	P.O.	Piedmont Portable Installation	8-9-2012 thru 9-15-2012	Albany, CA
12-2430	Amber Flooring	\$1,698.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland
12-2465	Amber Flooring	\$39,191.00	Deferred Maintenance	P.O.	Piedmont Painting and Flooring	7-2-2012 thru 12-31-2012	Oakland
12-2431	Bridges Consultant	\$26,000.00	Measure B	P.O.	Facilities	7-1-2012 thru 9-30-2012	Oakland
12-2435	C. Overaa Company	\$29,000.00	Measure B	P.O.	Washington ES Mod	6-1-2012 thru 12-31-2012	Richmond, CA
12-2434	C. Overaa Company	\$49,000.00	Measure B	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Richmond, CA
12-2432	CDW Government	\$468.00	Measure B	P.O.	Jefferson New Building	5-8-2012 thru 12-31-2012	Chicago, IL
12-2433	Chussy International	\$729	Measure A	P.O.	Facilities	5-10-2012 thru 5-18-2012	Oakland, CA
12-2436	Corevera	\$9,000.00	Developer Fees	P.O.	La Escuelita Educational Center	6-1-2012 thru 12-31-2012	San Francisco, CA
12-2437	Elation Systems	\$35,600.00	Measure B	P.O.	Labor Compliance	7-1-2012 thru 6-30-2013	Pleasanton, CA
12-2438	Eric Young	\$5,000.00	Measure A	P.O.	Facilities	7-1-12 thru 6-30-2013	Oakland, CA
12-2439	Gary Doupnik Manufacturing	\$54,600.00	Measure B	P.O.	Lowell Mod	6-27-2012 thru 7-1-2013	Loomis, CA



# OAKLAND UNIFIED SCHOOL DISTRICT

12-2440	HALO Branded Solutions, Inc.	\$3,500.00	Measure A	P.O.	OUSD Summer Intern Program	7-25-2012 thru 12-31-2012	Sterling, IL
12-2442	IKON Office Solution, Inc.	\$4,000.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Pasadena, CA
12-2443	Infiniti Engineering	\$25,425.22	Measure B	P.O.	Piedmont Portable Installation	7-20-2012 thru 8-31-2012	Oakland, CA
12-2441	Integrity Furniture	\$10,390.00	Special Reserve	P.O.	Thornhill ES	7-10-2012 thru 1-10-2013	Longview, TX
12-2444	KI	\$13,672.66	Measure B	P.O.	Highland New Classroom Building	7-15-2012 thru 9-15-2012	Green Bay, WI
12-2446	Lee Sign	\$417.86	Measure B	P.O.	Highland New Classroom Building	6-1-2012 thru 9-1-2012	Oakland, CA
12-2445	Lee Signs	\$139.20	Measure B	P.O.	Oakland HS	7-23-2012 thru 12-31-2012	Oakland, CA
12-2447	Magdave Associates, Inc.	\$49,900.00	Measure B	P.O.	Estimating Services	7-1-2012 thru 12-31-2012	Oakland, CA
12-2448	Masterpiece Painting	\$49,470.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland, CA
12-2449	Playworks	\$28,000.00	Developer Fees	P.O.	La Escuelita Educational Center	8-27-2012 thru 6-30-2013	Oakland, CA
12-2450	RMT Landscape Contractors, Inc.	\$4,800.00	Measure B	P.O.	Arroyo Viejo CDC Renovation	4-23-2012 thru 12-31-2013	San Leandro, CA
12-2451	RRM Design Group	\$25,000.00	Measure B	P.O.	Hintil KUU CDC Building Replacement	4-13-2012 thru 8-13-2012	San Luis Obispo, CA
12-2452	Seville Group Inc.	\$49,900.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 12-31-2012	Oakland, CA
12-2454	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Oakland Tech	4-25-12 thru 6-1-2012	San Francisco
12-2453	Swinerton Builders	\$20,262.00	County School Facilities Fund	P.O.	King Estates MS Seismic Retrofit	1-27-2012 thru 12-31-2012	San Francisco
12-2455	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Montera Seismic Retrofit	4-26-12 thru 6-1-2012	San Francisco
12-2456	Turner Construction	\$49,000.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Oakland, CA
12-2457	Xerox Capital Services	\$6,300.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Dallas, TX

## Discussion:

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.



OAKLAND UNIFIED  
SCHOOL DISTRICT

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.

**Fiscal Impact:**

Various

**Recommendation:**

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

R0301529

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

DATE SUBMITTED: 6/20/2012

SUBMITTED BY: Rocky Burton Kenya

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

Table with 4 columns: Item number, Description, Check box, Item number, Description, Check box. Includes items like A/E (Architect and Engineers) Contract, IOR (Inspector of Record Contract), Agreement for Professional Services - Testing Etc., Amendment to Agreement for Professional Services, 'Small' (under \$15,000.00) Construction Contract, Resolution Awarding Bid and Construction Contract, Change Order, Purchase Order.

Signature lines for Timothy E. White (Asst. Superintendent) and Tadashi Nakadegawa (Facilities Director) with dates and handwritten notes.

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Table with 4 columns: Local Business (0.00%), Small Local Business (100.00%), Small Local Resident Business (0.00%), Total Percentage (100.00%).

SECTION III. AGREEMENT INFORMATION:

Form with fields for Project Name, Vendor Name, Vendor Phone Number, Agreement Start and Stop Dates, Amounts, Has Work Started?, Has Work Been Completed?, and Certificate of Insurance Attached.

RECEIVED stamp

For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form)
2) Date(s) of Bid Advertisement - 5/23/12
3) Date of Bid Opening - 6/7/12
4) Name of Architect -
5) Liquidated damages per day -
6) Performance Bonds Attached
7) Payment Bonds Attached

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. Finish and install Forbo Marmoleum MCS 2 mm with 4" integral coving.

Discussion Info: (Needed to prepare Executive Summary) and what is the benefit to students? Add additional pages as needed. Buildings & Grounds agreed to remove and replace existing flooring in all corridors ex

OU SD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epl s/search.do.

Funding Source: Deferred Maintenance

Budget Number: 146-9000-8-14-6200



Board Office Use: <b>Legislative File Info.</b>	
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# Memo

**To** Board of Education

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

**Board Meeting Date** August 26, 2012

**Subject** Purchase Order, Small Construction Contract - Amber Flooring - Piedmont Painting and Flooring Project

**Action Requested** Approval by the Board of Education of a Purchase Order, Small Construction Contract with Amber Painting for Painting and Flooring Services on behalf of the District at Piedmont Painting and Flooring Project, in an amount not-to exceed \$39,191.00. The term of this Agreement shall commence on July 2, 2012 and shall conclude no later than December 31, 2012.

**Background** Building and Grounds agreed to remove and replace existing flooring in all the corridors except Building D.

**Local Business Participation Percentage** 100.00%

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and



community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of a Purchase Order, Small Construction Contract with Amber Painting for Painting and Flooring Services on behalf of the District at Piedmont Painting and Flooring Project, in an amount not-to exceed \$39,191.00. The term of this Agreement shall commence on July 2, 2012 and shall conclude no later than December 31, 2012.

**Fiscal Impact**

Deferred Maintenance

**Attachments**

- Small Construction Contract including scope of work

CONTRACTOR: Amber Flooring

TAX I.D. 94-3382279

**OAKLAND UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES  
CUPCCAA PROJECT \$175,000 AND UNDER**

**Piedmont Painting and Flooring Project**

**THIS CONTRACT** is made and entered into this 24th day of July, 2012 ("Contract"), by and between Amber Flooring ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of **Thirty-nine thousand, one hundred ninety-one dollars and no cents (\$39,191.00)** ("Contract Price"), the following services ("Services" or "Work"): **The scope of the project finish and install Forbo Marmoleum MCS 2 mm with 4" integral covering. Bead blast concrete surface smooth for Marmoleum flooring. Finish and wax new Marmoleum.**
2. Contractor shall possess and maintain in good standing throughout the performance of the Work the State of California Contractor License required to perform the Work. Contractor shall perform the Work at Piedmont Elementary School ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **One hundred eighty days (180)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Zero dollars (\$0.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions.
6. Inspection and acceptance of the Work shall be performed by **Buildings and Grounds** of the Facilities Department of the District.
7. This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
8. The Contract Documents include only the following documents, as indicated:

- |  |   |
|--|---|
| <input type="checkbox"/> Instructions to Contractors                     | <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Bid Form and Proposal                           | <input type="checkbox"/> Lead-Product(s) Certification                      |
| <input type="checkbox"/> Bid Bond  | <input type="checkbox"/> Insurance Certificates and Endorsements            |
| <input type="checkbox"/> Designated Subcontractors List                  | <input type="checkbox"/> Performance Bond                                   |
| <input type="checkbox"/> Notice to Proceed                               | <input type="checkbox"/> Payment Bond                                       |
| <input type="checkbox"/> Terms and Conditions to Contract                | <input type="checkbox"/> Work Specifications                                |
| <input type="checkbox"/> Noncollusion Affidavit                          | <input type="checkbox"/> Exhibit "A" ("Scope of Work")                      |
| <input type="checkbox"/> Prevailing Wage Certification                   | <input type="checkbox"/> Plans  |
| <input type="checkbox"/> Workers' Compensation Certification             | _____ [Other]   |
| <input type="checkbox"/> Criminal Background Investigation Certification | _____ [Other]   |
| <input type="checkbox"/> Drug-Free Workplace Certification               |   |

9. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.
11. If a conflict exists between the terms of this Contract and an incorporated version of the Contractor's Proposal or Quote, this Contract shall control over the Contractor's Proposal. In no case shall a document calling for lower quality material or workmanship control. The decision of the District in the matter shall be final.
12. Information regarding Contractor::

- Type of Business Entity:
- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Co
- Other: \_\_\_\_\_

94-3382279
Employer Identification and/or Social Security Number
<b>NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.</b>



ACCEPTED AND AGREED on the date indicated below:

Contractor: **Amber Flooring**

Date: 7/25/2012, 2012

By: OR DORRIS

Print Name: [Signature]

Its: CB-

Date: 7/25/2012, 2012

**OAKLAND UNIFIED SCHOOL DISTRICT**

[Signature]

Jody London, President, Board of Education

10/10/12  
Date

[Signature]

Edgar Rakestraw, Jr., Secretary, Board of Education

10/10/12  
Date

[Signature]

Timothy White, Assistant Superintendent, Facilities, Planning and Management

Date

APPROVED AS TO FORM:

[Signature]

Catherine Boskoff, Outside Facilities Counsel

9.7.12  
Date

File ID Number: 12-2465  
Introduction Date: 10/10/12  
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Enactment Date: 10/10/12  
By: OR

## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. In case of conflict between specification and drawings and/or actual site condition, such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by a District representative. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and in no event shall the change or alteration exceed ten percent (10%) of the Contract Price. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any

other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship. Supervisor shall be on site at all times.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
18. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEUR CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
22. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or

- has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
24. **PERMITS AND LICENSES:** The Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least 3 percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
28. **NO SMOKING:** The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.
29. **PAYMENT BOND AND PERFORMANCE BOND:** If the Contract Price equals or exceeds twenty five thousand dollars (\$25,000) the Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000.00 for each occurrence and general aggregate with Products and Completed Operations Coverage;

**Automobile Liability – Any Auto:** combined single limit of \$1,000,000.00 **Excess Liability insurance:** \$2,000,000.00**Workers Compensation:** Statutory limits. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All endorsements shall waive any right to subrogation against any of the named additional insureds. All policies shall be written on an occurrence form. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
  - Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
  - The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.


35. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Alameda County, the county where the District administration office is located.
38. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
39. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
40. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
41. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by writing upon mutual consent.





**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: \_\_\_\_\_ 7/25/2012 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Amber Flooring Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ OR DOBSON \_\_\_\_\_  
Title: \_\_\_\_\_ CFO \_\_\_\_\_

---


**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: \_\_\_\_\_ 7/25/2012 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Amber Flooring Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ OR DOBSON \_\_\_\_\_  
Title: \_\_\_\_\_ CFO \_\_\_\_\_

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_ 7/25/2012

Proper Name of Contractor: \_\_\_\_\_ Amber Flooring Inc.

Signature: \_\_\_\_\_ 

Print Name: \_\_\_\_\_ DAVID

Title: \_\_\_\_\_ CEO



**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.


Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_ 7/25/2012 \_\_\_\_\_

Proper Name of : \_\_\_\_\_ Amber Flooring Inc \_\_\_\_\_

Signature: \_\_\_\_\_  \_\_\_\_\_

Print Name: \_\_\_\_\_ BR OSMITH \_\_\_\_\_

Title: \_\_\_\_\_ CEO \_\_\_\_\_

## LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.


The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.


It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: \_\_\_\_\_ 7/25/2012 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Amber Flooring Inc \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ OR DOBSONE \_\_\_\_\_  
Title: \_\_\_\_\_ CFO \_\_\_\_\_

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: \_\_\_\_\_ 7/25/2012 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Amber Fleming Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ OR Douglas \_\_\_\_\_  
Title: \_\_\_\_\_ CEO \_\_\_\_\_



# Amber Flooring, Inc.

5652 San Pablo Ave.  
Oakland, CA 94608

www.amberflooring.com

# Estimate

Rep	Date	Estimate #
JR	6/7/2012	17001

Tel. 510-652-6161

Fax. 510-652-7929

Insured & Bonded Lic #729137

Customer
Oakland Construction Consulting Rocky Borton 955 High St. Oakland, Ca 94661

Project
4314 Piedmont ave. Oakland, Ca

*NEED*

*PAYMNT. BOND  
PERFORMANCE BOND*



Description	Total
SECTION:09654 RESILIENT SHEET MARMOLEUM Furnish and install Forbo Marmoleum MCS 2.0mm with 4" Integral coving . (Select from 36 colors of Real collection) Area includes : Concrete Hallways	26,778.00
Bead blast concrete surface smooth for Marmoleum flooring Area includes : Concrete Hallways	6,500.00
Finish and wax new Marmoleum. <i>2 COATS</i> Area includes : New Marmoleum Installation	5,913.00
EXCLUDES: Alternate Wing D area	
CONTRACT PROVISIONS 1. Customer understands and agrees that if the work to be performed by Amber Flooring, Inc. under this contract is part of a larger project, it is important to coordinate the work performed by Amber with the work to be performed by others, to avoid damage and delays. Customer agrees that Amber shall not be held liable for any damage by other subcontractors or damage resulting from lack of coordination. 2. Customer understands that a weather tight and stabilized interior environment should be maintained during time of acclimation, installation, and thereafter. Temperature and humidity levels must resemble the actual conditions which will prevail when the area is occupied. 3. Wood is a natural product which will continue to respond to ambient moisture and temperature even after it is laid and finished. Moisture content of both the flooring and the subfloor are measured to make sure they are in compliance with applicable standards at the time the flooring is installed; Amber cannot guarantee any flooring against cupping, buckling, warping, shrinkage, or other effects of changes and/or	0.00
Please review the estimate above. Feel free to contact me if you have any questions.	<b>Total</b>

Signature \_\_\_\_\_

# Amber Flooring, Inc.

5652 San Pablo Ave.  
Oakland, CA 94608

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# Estimate

Rep	Date	Estimate #
JR	6/7/2012	17001

Tel. 510-652-6161

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Oakland Construction Consulting Rocky Borton 955 High St. Oakland, Ca 94661

Project
4314 Piedmont ave. Oakland, Ca



Ask for FSC - Certified Products



The FSC Logo identifies products which contain wood from well managed forests certified in accordance with the rules of the Forest Stewardship Council

FSC-US-0022

FSC Trademark ©1996 Forest Stewardship Council A C

Description	Total
<p>extremes in temperature and humidity levels. The appearance of cracks between adjacent boards on seasonal basis is considered a natural and normal response of a wood product to its environment.</p> <p>4. Amber can not guarantee an exact color match between any sample and the finished floor due to the wide variation of grain and color among boards within any given species and grade of wood.</p> <p>5. Amber will not be held responsible for existing structural defects, code violations, or problems with a pre-existing subfloor. Any latent defects discovered during the performance of this contract shall be brought to the attention of the customer, and addressed at his/her expense. Such discoveries may make necessary an alteration of this contract.</p> <p>6. Amber will not be responsible for moving any furniture or appliances due to insurance considerations. Customer shall take sole responsibility for this task, and assume liability for any damage resulting there from. Likewise, Amber will neither disconnect nor reconnect any plumbing.</p> <p>7. Amber will not be responsible for cutting of doors made necessary by the installation of flooring or otherwise. This is solely the responsibility of the customer.</p> <p>8. CUSTOMER UNDERSTANDS THAT BASEBOARDS AND OTHER TRIM NEAR FLOORS MAY NEED TOUCH-UP PAINTING AT THE COMPLETION OF THIS JOB, EVEN IF PROTECTED BY MASKING. AMBER FLOORING INC. WILL NOT BE HELD RESPONSIBLE FOR PERFORMING OR PAYING FOR THIS WORK.</p> <p>9. Amber cannot guarantee flooring against indentations caused by heels, furniture, appliances, or any other hard or heavy objects coming into contact with the floor.</p> <p>10. Amber will do our best to control dust at a site-finished floor, but despite our efforts some amount of airborne dust, hair, etc. will settle onto the finish coat of the floor. This will 'walk off' as you use the floor.</p> <p>11. The failure to make any payment when due shall be a material breach of contract which shall entitle Amber, at its option, to suspend its performance there under or to rescind this agreement. Interest shall accrue (and be payable upon demand) on each installment of the cash price from and after the date on which said installment becomes due and payable at the rate of 1.5% per month or 18% per annum after 15</p>	
Please review the estimate above. Feel free to contact me if you have any questions.	<b>Total</b>

# Amber Flooring, Inc.

5652 San Pablo Ave.  
Oakland, CA 94608

www.amberflooring.com

# Estimate

Rep	Date	Estimate #
JR	6/7/2012	17001

Tel. 510-652-6161

Fax. 510-652-7929

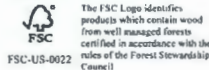
Insured & Bonded Lic #729137

Customer
Oakland Construction Consulting Rocky Borton 955 High St. Oakland, Ca 94661

Project
4314 Piedmont ave. Oakland, Ca



Ask for FSC - Certified Products



FSC-US-0022 FSC Trademark ©1996 Forest Stewardship Council A.C.

Description	Total
<p>days.</p> <p>12. It is understood that no changes in this proposal/agreement/contract shall be valid unless accepted by both Amber and customer, or an authorized representative of the latter.</p> <p><b>NOTICE</b> Cases frequently occur wherein contractors who have been paid in full for contract work, nevertheless fail to pay their subcontractors, laborers, and suppliers. In such cases a property owner may have to pay additional money to clear liens filed against his property. To protect against such irresponsible contractors and to acquaint the public with this danger, the California legislature has required that every contractor or subcontractor give notice to property owners.</p> <p><b>NOTICE TO OWNER</b> Under the Mechanics' Lien Law (California Civil Code, Section 3082 through Section 3268), any contractor, subcontractor, laborer, material man, supplier, or other person who helps improve your property but is not paid in full for his labor, services, work, material, equipment, or supplies, furnished or to be furnished, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if any subcontractor, laborer, or supplier remains unpaid. Under law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated, and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, and materials for the work described in said contract. Contractors are required by law to be licensed and regulated by the Contractors' State</p>	0.00
Please review the estimate above. Feel free to contact me if you have any questions.	<b>Total</b>

Signature \_\_\_\_\_

# Amber Flooring, Inc.

5652 San Pablo Ave.  
Oakland, CA 94608

www.amberflooring.com

# Estimate

Rep	Date	Estimate #
JR	6/7/2012	17001

Tel. 510-652-6161

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Insured & Bonded Lic #729137

Customer
Oakland Construction Consulting Rocky Borton 955 High St. Oakland, Ca 94661

Project
4314 Piedmont ave. Oakland, Ca



FSC Trademark ©1996 Forest Stewardship Council A.C.

Description	Total
<p>License Board. Any questions concerning a contractor may be referred to the registrar of the board, whose address is: Contractors State License Board, 1020 N Street, Sacramento, California 95814. This proposal may be withdrawn by us if not accepted within 45 days. Customer may cancel within 3 days of signing contract without penalty.</p> <p>The parties agree that any dispute arising out of this Agreement and/or the relationship of the parties will be subject to binding arbitration pursuant to the rules of the American Arbitration Association or Judicial Arbitration and Mediation Service, in Alameda County, California. The parties acknowledge and agree that by submitting to arbitration, a right to a jury trial is waived. The losing party in the arbitration will pay all costs and expert fees associated with that arbitration (including reasonable attorney fees). Either party shall have the right to obtain provisional relief in the Alameda County Superior Court; such resort to civil court shall not be deemed a waiver of the requirements in this Agreement that disputes be arbitrated. Such provisional relief may be modified or dissolved by the arbitrator.</p> <p>ANY ADDITIONAL WORK MAY BE CHARGED AT TIME &amp; MATERIALS BASIS. Cost for labor is \$55.00 per hour per employee.</p> <p>I HAVE READ, UNDERSTOOD AND AGREED TO ALL ITEMS AS OUTLINED IN THIS CONTRACT. _____ (initials)</p>	
Please review the estimate above. Feel free to contact me if you have any questions.	<b>Total</b>

# Amber Flooring, Inc.

5652 San Pablo Ave.  
Oakland, CA 94608

www.amberflooring.com

# Estimate

Rep	Date	Estimate #
JR	6/7/2012	17001

Tel. 510-652-6161

Fax. 510-652-7929

Insured & Bonded Lic #729137

Customer
Oakland Construction Consulting Rocky Borton 955 High St. Oakland, Ca 94661

Project
4314 Piedmont ave. Oakland, Ca



Description	Total
PAYMENT SCHEDULE: 10% or \$1000 for signing and securing schedule, 60% upon start of work, 30% upon completion.	0.00
Sales Tax	0.00
Please review the estimate above. Feel free to contact me if you have any questions.	<b>Total</b> \$39,191.00

PREMIUM BASED ON  
FINAL CONTRACT PRICE

EXECUTED IN DUPLICATE

BOND NO.: 1C00908201  
PREMIUM: \$1,176.00

**DOCUMENT 00 61 14**  
(FORMERLY DOCUMENT 00610)

**PERFORMANCE BOND**  
**(100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

PIEDMONT PAINTING AND FLOORING PROJECT (Project Name)  
("Project" or "Contract")

which Contract dated JULY 24, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and AMERICAN CONTRACTORS INDEMNITY COMPANY ("Surety") are held and firmly bound unto the Board of the District in the penal sum of THIRTY NINE THOUSAND ONE HUNDRED NINETY ONE AND 00/100 DOLLARS (\$ 39,191.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Piedmont Elementary School  
Science Portables  
Project No. 07145 & 07123  
April 23, 2012

PERFORMANCE BOND  
DOCUMENT 00 61 14-1

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

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

601 S. FIGUEROA STREET, SUITE 1600

LOS ANGELES, CA 90017

Attention: DAREN EISEMAN

Telephone No.: ( 310 ) 649 - 0990

Fax No.: ( 310 ) 649 - 0416

E-mail Address: DEISEMAN@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 8TH day of AUGUST, 2012.

AMBER FLOORING, INC.  
Principal

By Ilgan Zamir - President

AMERICAN CONTRACTORS INDEMNITY COMPANY  
Surety

By DAREN EISEMAN, ATTORNEY-IN-FACT

MAURICIO CARBAJAL  
Name of California Agent of Surety

1505 MONUMENT BOULEVARD, CONCORD, CA 94520  
Address of California Agent of Surety

925-602-1900  
Telephone Number of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Piedmont Elementary School  
Science Portables  
Project No. 07145 & 07123  
April 23, 2012

**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  
Piedmont Elementary School  
Science Portables  
Project No. 07145 & 07123  
April 23, 2012

PERFORMANCE BOND  
DOCUMENT 00 61 14-3



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

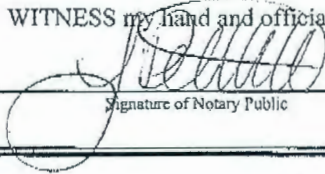
On 8-8-2012 before me, JENNIFER L. PETKUS, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

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

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

PREMIUM BASED ON  
FINAL CONTRACT PRICE

EXECUTED IN DUPLICATE

BOND NO.: 1000908201  
PREMIUM INCLUDED IN  
PERFORMANCE PORTION

**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 AMBER FLOORING, INC., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

PIEDMONT PAINTING AND FLOORING PROJECT (Project Name)  
("Project" or "Contract")

which Contract dated JULY 24, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and AMERICAN CONTRACTORS 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 THIRTY NINE THOUSAND ONE HUNDRED NINETY ONE AND 00/100 Dollars (\$39,191.00), 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  
Piedmont Elementary School  
Science Portables  
Project No. 07145 & 07123  
April 23, 2012

PAYMENT BOND  
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8TH day of AUGUST, 2012.

AMBER FLOORING, INC.  
Principal

By [Signature]

AMERICAN CONTRACTORS INDEMNITY COMPANY  
Surety

By [Signature]  
DAREN EISEMAN, ATTORNEY-IN-FACT

MAURICIO CARBAJAL  
Name of California Agent of Surety

1505 MONUMENT BOULEVARD, CONCORD, CA  
Address of California Agent of Surety

925-602-1900  
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  
Piedmont Elementary School  
Science Portables  
Project No. 07145 & 07123  
April 23, 2012

PAYMENT BOND  
DOCUMENT 00 61 15 -2

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

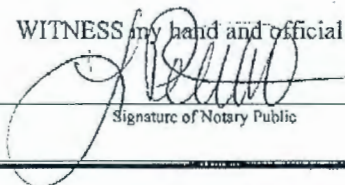
On 8-8-2012 before me, JENNIFER L. PETKUS, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

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



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, 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;

Eric J. Fedors, Sheryl Smith, Elizabeth A. Juarez, Nhung H. Saephan, Katy Travis, Vicky Troyau,  
or Daren Eisman of Sacramento, 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 Three Million\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

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:

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 concerning 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.

In addition, 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 3<sup>rd</sup> day of October, 2011.

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

Corporate Seals



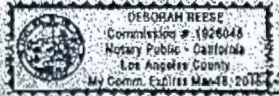
[Signature]  
Daniel P. Aguilar, Vice President.

State of California  
County of Los Angeles SS:

On this 3<sup>rd</sup> day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding 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) on 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. I witness my hand and official seal.

Signature [Signature] (Seal)



Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding 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 8<sup>th</sup> day of AUGUST 2012.

Corporate Seals



[Signature]  
Jeannie Lee, Assistant Secretary

Bond No. 1000908201  
Agency No. 9010