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OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer MST  
 Lance Jackson, Interim Deputy Chief, Facilities Planning and Management LJS

**Board Meeting Date** May 27, 2015

**Subject** Award of Bid - Wickman Development & Construction - Elmhurst Restrooms Renovation Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1130, Award of Bid and Construction Contract on behalf of the District for the Elmhurst Restrooms Renovation Project to WICKMAN DEVELOPMENT & CONSTRUCTION, 319 RUTLEDGE STREET, SAN FRANCISCO, CA 94110 in the amount of \$560,900.00, 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: Eighty-three (83) Calendar Days, commencing May 28, 2015, and ending on August 19, 2015.

**Background** The scope of the work includes the renovation of two boy's and three girl's restrooms, including replacement of toilet fixtures, plumbing fixtures, toilet compartments, toilet accessories, terrazzo flooring, door hardware, and paint.

**Discussion** The existing conditions at Elmhurst Middle School restrooms were in poor condition and needed improvements.

**LBP (Local Business Participation Percentage)** 52.12%

**Recommendation** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1130, Award of Bid and Construction Contract on behalf of the District for the Elmhurst Restrooms Renovation Project to WICKMAN DEVELOPMENT & CONSTRUCTION, 319 RUTLEDGE STREET, SAN FRANCISCO, CA 94110 in the amount of \$560,900.00, 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: Eighty-three (83) Calendar Days, commencing May 28, 2015, and ending on August 19, 2015.

**Fiscal Impact** Measure J

## Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



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

**RESOLUTION NO. 1415-1130**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
ELMHURST RESTROOMS RENOVATION PROJECT**

**WHEREAS** the **DISTRICT** has heretofore requested bids includes for the Oakland Unified School District of Alameda County, California; and;

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

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Wickman Development & Construction	San Francisco, CA	\$560,900.00
Bay Construction	Oakland, CA	\$646,494.00
Strawn Construction	San Francisco, CA	\$678,000.00

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;



**RESOLUTION OF THE  
BOARD OF EDUCATION  
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**RESOLUTION NO. 1415-1130**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
ELMHURST RESTROOMS RENOVATION PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **WICKMAN DEVELOPMENT & CONSTRUCTION**, for the performance of the bid work, in the amount of **FIVE HUNDRED SIXTY THOUSAND, NINE HUNDRED DOLLARS AND NO CENTS (\$560,900.00)** 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 **WICKMAN DEVELOPMENT & CONSTRUCTION** for the performance of bid work.

Passed by the following vote:

**AYES:** Aimee Eng, Jumoke HintonHodge, Nina Senn, Roseann Torres, Shanthi Gonzales, President James Harris

**NOES:** None

**ABSTAINED:** None

**ABSENT:** Vice President Jody London

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

A handwritten signature in black ink, appearing to read "Antwan Wilson".

Antwan Wilson, Superintendent and  
Secretary, Board of Education



**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 22<sup>nd</sup> day of April, 2015, by and between the Oakland Unified School District ("District" or "Owner") and **Wickman Development & Construction** ("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: **Elmhurst Restroom Renovations**

PROJECT NO.: 13160

RESOLUTION NUMBER: 1415-1130

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Eight-three (83)** 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 August 19, 2015.**

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 90768 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:

**Base Contract Amount – Four Hundred Forty Thousand Dollars**  
**(\$440,000.00), (Base Contract Amount)**

+ **Contingency Allowance Amount Seventy Thousand Dollars**  
**(\$ 70,000.00), (Contingency Allowance Amount)**

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+ **Alt. No. 1 Fifty Thousand Dollars**  
**(\$50,000.00)**

**Total Contract Amount Five Hundred Sixty Thousand, Nine Hundred Dollars**  
**(\$560,900.00), (“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: June 10, \_\_\_\_\_, 2015

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: James Harris

Print Title: President, Board of Education

By: \_\_\_\_\_

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: \_\_\_\_\_

Print Name: Lance Jackson

Print Title: Interim Deputy Chief  
Facilities, Planning and Management

Dated: April 22<sup>nd</sup>, 2015

Wickman Development and Construction **CONTRACTOR**

By: \_\_\_\_\_

Print Name: Jonathan Wickman

Print Title: Chief Designer, Office

**Approved as to Form:**

By: \_\_\_\_\_

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

**DOCUMENT 00 61 14**

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and Wickman Development and Construction, ("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:

Elmhurst Restroom Renovations; Project No. 13160 (Project Name)  
("Project" or "Contract")

which Contract dated April 22, 2015, 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 U.S. Specialty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Five Hundred Sixty Thousand Nire Hundred Dollars and 00/100 DOLLARS

(\$ 560,900.00-----), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

\_\_\_\_\_ 601 South Figueroa Street, Suite #1600 \_\_\_\_\_

\_\_\_\_\_ Los Angeles, CA 90017 \_\_\_\_\_

**Attention:** \_\_\_\_\_ James Nguyen \_\_\_\_\_

**Telephone No.:** ( 310 ) 649 - 0900 ext. 1145

**Fax No.:** ( ) - \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ JNguyen2@hcc.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 23RD day of April, 2015.

**Principal**

\_\_\_\_\_ Wickman Development and Construction \_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_ Jonathan Wickman \_\_\_\_\_  
(Print Name)

**Surety**

\_\_\_\_\_ U.S. Specialty Insurance Company \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_ Anthony F. Angelicola, Attorney-In-Fact \_\_\_\_\_  
(Print Name)

\_\_\_\_\_ First Pacific Bonding \_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_ 5 Third Street, Suite #825, San Francisco, CA 94103 \_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_ 415-543-0111 \_\_\_\_\_  
(Telephone Number of California Agent of Surety)

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



END OF DOCUMENT

**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:

**Anthony F. Angelicola, Maureen E. Schmidt 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 December 20, 2017. 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 1st day of December, 2014.

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

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

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

State of California  
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan 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, or the entity upon behalf of which the person 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, Michael Chalekson, 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 28<sup>th</sup> day of April 2015.

Corporate Seals

Bond No. 1000972236  
Agency No. 2009



*[Signature]*  
**Michael Chalekson, Assistant Secretary**



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      N9 07984  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

U.S. Specialty Insurance Company

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

Fire, Marine, Surety, Disability, Liability,  
Workers' Compensation, Aircraft, and Miscellaneous

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

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

IN WITNESS WHEREOF, effective as of the 29th  
day of December, 2004, I have hereunto  
set my hand and caused my official seal to be affixed this  
29th day of December, 2004.



By

John Garamendi  
Insurance Commissioner

Victoria E. Sidorov  
for Ida Zodrow Deputy  
Asst. Chief 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 Insurance Code Section 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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Francisco )

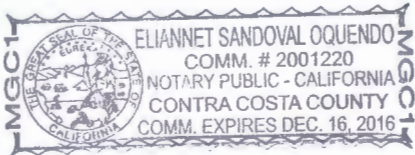
On April 23, 2015 before me, Eliannet Sandoval Oquendo, Notary Public  
*Date Here Insert Name and Title of the Officer*

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 Eliannet Sandoval Oquendo  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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



**DOCUMENT 00 61 15**

**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)**  
**(Note: Bidders must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the \_\_\_\_\_ Board of Education \_\_\_\_\_ Oakland Unified School District, (or "District") and Wickman Development and Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

\_\_\_\_\_ Elmhurst Restroom Renovations; Project No. 13160 \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated April 22, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ U.S. Specialty Insurance Company \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\_\_\_\_\_ Five Hundred Sixty Thousand Nine Hundred Dollars and 00/100 \_\_\_\_\_ DOLLARS

(\$ 560,900.00-----), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23RD day of April, 2015.

**Principal**

Wickman Development and Construction  
(Name of Principal)

  
(Signature of Person with Authority)

Jonathan Wickman  
(Print Name)

**Surety**

U.S. Specialty Insurance Company  
(Name of Surety)

  
(Signature of Person with Authority)

Anthony F. Angelicola, Attorney-In-Fact  
(Print Name)

First Pacific Bonding  
(Name of California Agent of Surety)

5 Third Street, Suite #825, San Francisco, CA 94103  
(Address of California Agent of Surety)

415-543-0111  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT



**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:

**Anthony F. Angelicola, Maureen E. Schmidt 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 December 20, 2017. 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:

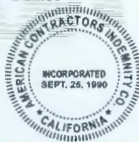
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for 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 1st day of December, 2014.

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

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

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

State of California  
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan 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, or the entity upon behalf of which the person 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, Michael Chalekson, 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 23rd day of April 2015.

Corporate Seals

Bond No. 1000972236  
Agency No. 2009



*[Signature]*  
**Michael Chalekson, Assistant Secretary**







**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Francisco )

On April 23, 2015 before me, Eliannet Sandoval Oquendo, 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 *Eliannet Sandoval Oquendo*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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



## Interoffice Memo

Date: April 21, 2015  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Eduardo Rivera-Garcia  
 Project Name: Restroom Renovation – Elmhurst MS  
 Project No.: 13160  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

### BID TALLY

	<b>Responsive Low Bid</b>	<b>2<sup>nd</sup> Bidder</b>	<b>3<sup>rd</sup> Bidder</b>
<b>Contractor</b>	<b>Wickman Development &amp; Construction</b>	Strawn Construction	Bay Construction
<b>Base Bid Amount</b>	<b>\$440,000</b>	\$551,494.00	\$588,000
<b>Alternate</b>	<b>\$50,900</b>	\$25,000	\$20,000
<b>Contingency Allowance</b>	<b>\$70,000</b>	\$70,000	\$70,000
<b>Total Bid Amount</b>	<b>\$560,900</b>	<b>\$646,494</b>	<b>\$678,000</b>

Local Business Enterprise Participation: 52.12%

SGI/OUSD recommends the award of the bid to **Wickman Development & Construction**, for a total contract amount of **\$560,900**.

CONSTRUCTION BUDGET: \$393,990      BID SAVINGS: -\$166,910

RECOMMENDATION: \_\_\_\_\_  
Eduardo Rivera-Garcia - Project Manager

4/21/15  
Date

ACCEPTANCE: \_\_\_\_\_  
Tadashi Nakadegawa – Director of Facilities

\_\_\_\_\_  
Date



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Elmhurst Middle School  
 Project: Restroom Renovation  
 Project #: 13160  
 Estimate: \$572,000

Date: Friday, April 17, 2015  
 Time: 2:00 PM  
 Project Mgr: Eduardo Rivera-Garcia  
 Architect: Dougherty + Dougherty

Signature of Witness to Bid		Signature of Bid Opener			
<b>Company:</b>	Wickman Development & Constr	<b>Base Bid:</b>	\$440,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	319 Rutledge St.	<b>Allowance:</b>	\$ 70,000.00	Signed Bid Form	x
<b>City/State:</b>	San Francisco, CA	<b>TOTAL:</b>	\$ 510,000.00	Addendum Acknow.	x
<b>Phone:</b>	415-215-3473	<b>Alternates:</b>	\$ 50,900.00	Bid Bond	x
<b>Fax:</b>	415-341-0155			Non-Collusion	x
				Iran Contracting Certification	x
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	x
		1:40 PM	4/17/2015	Contractor's Sub List	x
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	x
		2:15 PM	4/17/2015	Local Business Participation Form	x
				DVBE Forms/ DIR Numbers	x
<b>Company:</b>	Bay Construction	<b>Base Bid:</b>	\$588,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr. Way	<b>Allowance:</b>	\$70,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$658,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-658-7225	<b>Alternates:</b>	\$20,000	Bid Bond	X
<b>Fax:</b>	510-658-4890			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:52 PM	4/17/2015	Contractor's Sub List	X
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
		2:15 PM	4/17/2015	Local Business Participation Form	X
				DVBE Forms/ DIR Numbers	X
<b>Company:</b>	Strawn Construction	<b>Base Bid:</b>	\$551,494.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	319-Rutledge St	<b>Allowance:</b>	\$70,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco	<b>TOTAL:</b>	\$621,494.00	Addendum Acknow.	X
<b>Phone:</b>	415-215-3473	<b>Alternates:</b>	\$25,000.00	Bid Bond	X
<b>Fax:</b>	415-341-0155			Iran Contracting Certification	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
				Contractor's Sub List	X
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms/ DIR Numbers	X
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms/ DIR Numbers	



## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Wickman Development**

Project: Elmhurst MS Restroom Renovations

Project #: 13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

Based Bid \$ 440,000.00

Verified Local Business Participation 2.0% \$ 8,800.00

Based Bid W/ LBP Discount \$ 431,200.00

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Wickman Development</b>				1
Address: 319 Rutledge Street				2
City/State: San Francisco, CA 94110				3
Phone: (415) 215-3473				4
<b>Company: Allied Painters</b>		1.46%		1
Address: 3425 Ettie Street				2
City/State: Oakland, CA				3
Phone: (510) 658-4315				4
<b>Company: AMG</b>		24.18%		1
Address: 3438/ Helen Street				2
City/State: Oakland, CA				3
Phone: (707) 292-2414				4
<b>Company: Summerhill Electric</b>			3.98%	1
Address: 5230 12th Street				2
City/State: Oakland, CA				3
Phone: (510) 536-1685				4
<b>Company: Brown 3 Plumbing Co., Inc.</b>		22.5%		1
Address: 9421 D Street P.O. B0x32533				2
City/State: Oakland, CA				3
Phone: (510) 562-5847				4
<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>48.14%</b>	<b>3.98%</b>	<b>52.12%</b>





# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Strawn Construction**

Project: Elmhurst MS Restroom Renovations

Project #:13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

<b>Based Bid</b>		\$	<b>551,494.00</b>	
<b>Verified Local Business Participation</b>	<b>0.0%</b>	\$	<b>-</b>	
<b>Based Bid W/ LBP Discount</b>		\$	<b>551,494.00</b>	<b>NON-RESPONSIVE</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Strawn Construction</b> Address: 1140 Pedro Street, Suite #1 City/State: San Jose, CA 95126 Phone:(408) 286-1299				1 Did Not Meet the Minimum LBP Requirement 2 3 4
<b>Company: Allied Painters</b> Address: 3425 Ettie Street City/State:Oakland, CA Phone:(510) 658-4315		1.16%		1 2 3 4
<b>Company: AMG</b> Address: 3438/ Helen Street City/State:Oakland, CA Phone:(707) 292-2414		9.03%		1 2 3 4
<b>Company: Brown 3 Plumbing Co., Inc.</b> Address: 9421 D Street P.O. B0x32533 City/State:Oakland, CA Phone:(510) 562-5847		17.95%		1 2 3 4
<b>Company: Ironwood Commercial Bldrs</b> Address: 333 Hegenberger Road, Suite 210F City/State: Oakland, CA Phone:(510) 635-3355		7.37%		1 2 3 4



	LBE	SLB	SLBR	COMMENTS:
<b>Company: MAR Con Co.</b>				1
Address: 8135 Capwell Drive				2
City/State:Oakland, CA		2.30%		3
Phone:(510) 205-4925				4
<b>Company: Global Specialities</b>				1 Not Currently Certified with the City of Oakland
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4
<b>Company: Gill's Electric</b>				1
Address: 2410 Webster Street				2
City/State:Oakland, CA		3.08%		3
Phone:(510) 451-2924				4
<b>Company: Premium Roofing</b>				1
Address: 919 52nd Avenue				2
City/State:Oakland, CA		0.45%		3
Phone:(510) 774-9083				4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>41.34%</b>	<b>0.00%</b>
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<b>41.34%</b>
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# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction**

Project: Elmhurst MS Restroom Renovations

Project #: 13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

<b>Based Bid</b>		\$	<b>588,000.00</b>
<b>Verified Local Business Participation</b>	<b>4.0%</b>	\$	<b>23,520.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>564,480.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Bay Construction</b>				1
Address: 4026 Martin Luther King Jr. Way				2
City/State: Oakland, CA		47.96%		3
Phone: (510) 658-7225				4
<b>Company: AMG</b>				1
Address: 3438/ Helen Street				2
City/State: Oakland, CA		8.47%		3
Phone: (707) 292-2414				4
<b>Company: Summerhill Electric</b>				1
Address: 5230 12th Street				2
City/State: Oakland, CA			2.98%	3
Phone: (510) 536-1685				4
<b>Company: Brown 3 Plumbing Co., Inc.</b>				1
Address: 9421 D Street P.O. B0x32533				2
City/State: Oakland, CA		16.84%		3
Phone: (510) 562-5847				4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>73.27%</b>	<b>0.00%</b>	<b>73.27%</b>
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APPROVAL- LBU Compliance Officer





# Interoffice Memo

Date: April 21, 2015  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Eduardo Rivera-Garcia  
 Project Name: Restroom Renovation – Elmhurst MS  
 Project No.: 13160  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

### BID TALLY

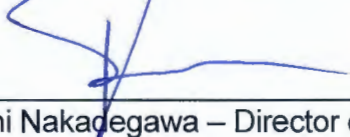
	Responsive Low Bid	2 <sup>nd</sup> Bidder	3 <sup>rd</sup> Bidder
Contractor	<b>Wickman Development &amp; Construction</b>	Strawn Construction	Bay Construction
Base Bid Amount	<b>\$440,000</b>	\$551,494.00	\$588,000
Alternate	<b>\$50,900</b>	\$25,000	\$20,000
Contingency Allowance	<b>\$70,000</b>	\$70,000	\$70,000
<b>Total Bid Amount</b>	<b>\$560,900</b>	<b>\$646,494</b>	<b>\$678,000</b>

Local Business Enterprise Participation: 52.12%

SGI/OUSD recommends the award of the bid to **Wickman Development & Construction**, for a total contract amount of **\$560,900**.

CONSTRUCTION BUDGET: \$393,990 BID SAVINGS: -\$166,910

RECOMMENDATION:  4/21/15  
 Eduardo Rivera-Garcia - Project Manager Date

ACCEPTANCE:  4/22/15  
 Tadashi Nakadegawa – Director of Facilities Date

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Elmhurst Middle School  
 Project: Restroom Renovation  
 Project #: 13160  
 Estimate: \$572,000

Date: Friday, April 17, 2015  
 Time: 2:00 PM  
 Project Mgr: Eduardo Rivera-Garcia  
 Architect: Dougherty + Dougherty

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Wickman Development & Constr	<b>Base Bid:</b>	\$440,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	319 Rutledge St.	<b>Allowance:</b>	\$ 70,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco, CA	<b>TOTAL:</b>	\$ 510,000.00	Addendum Acknow.	X
<b>Phone:</b>	415-215-3473	<b>Alternates:</b>	\$ 50,900.00	Bid Bond	X
<b>Fax:</b>	415-341-0155			Non-Collusion	X
				Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:40 PM	4/17/2015	Contractor's Sub List	X
				<b>Required Doc's within 24 hrs</b>	
		<b>Time Opened</b>	<b>Date Opened</b>	Debarment Suspension & Schd Z	X
		2:15 PM	4/17/2015	Local Business Participation Form	X
				DVBE Forms/ DIR Numbers	X
<b>Company:</b>	Bay Construction	<b>Base Bid:</b>	\$588,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr. Way	<b>Allowance:</b>	\$70,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$658,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-658-7225	<b>Alternates:</b>	\$20,000	Bid Bond	X
<b>Fax:</b>	510-658-4890			Non-Collusion	X
				Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:52 PM	4/17/2015	Contractor's Sub List	X
				<b>Required Doc's within 24 hrs</b>	
		<b>Time Opened</b>	<b>Date Opened</b>	Debarment Suspension & Schd Z	X
		2:15 PM	4/17/2015	Local Business Participation Form	X
				DVBE Forms/ DIR Numbers	X
<b>Company:</b>	Strawn Construction	<b>Base Bid:</b>	\$551,494.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	319-Rutledge St	<b>Allowance:</b>	\$70,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco	<b>TOTAL:</b>	\$621,494.00	Addendum Acknow.	X
<b>Phone:</b>	415-215-3473	<b>Alternates:</b>	\$25,000.00	Bid Bond	X
<b>Fax:</b>	415-341-0155			Iran Contracting Certification	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
				Contractor's Sub List	X
				<b>Required Doc's within 24 hrs</b>	
		<b>Time Opened</b>	<b>Date Opened</b>	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms/ DIR Numbers	X
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	
				Contractor's Sub List	
				<b>Required Doc's within 24 hrs</b>	
		<b>Time Opened</b>	<b>Date Opened</b>	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms/ DIR Numbers	





## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Wickman Development**

Project: Elmhurst MS Restroom Renovations

Project #: 13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

<b>Based Bid</b>		\$	<b>440,000.00</b>
<b>Verified Local Business Participation</b>	<b>2.0%</b>	\$	<b>8,800.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>431,200.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Wickman Development</b> Address: 319 Rutledge Street City/State: San Francisco, CA 94110 Phone: (415) 215-3473				1 2 3 4
<b>Company: Allied Painters</b> Address: 3425 Ettie Street City/State: Oakland, CA Phone: (510) 658-4315		1.46%		1 2 3 4
<b>Company: AMG</b> Address: 3438/ Helen Street City/State: Oakland, CA Phone: (707) 292-2414		24.18%		1 2 3 4
<b>Company: Summerhill Electric</b> Address: 5230 12th Street City/State: Oakland, CA Phone: (510) 536-1685			3.98%	1 2 3 4
<b>Company: Brown 3 Plumbing Co., Inc.</b> Address: 9421 D Street P.O. B0x32533 City/State: Oakland, CA Phone: (510) 562-5847		22.5%		1 2 3 4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>48.14%</b>	<b>3.98%</b>	<b>52.12%</b>
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# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Strawn Construction**

Project: Elmhurst MS Restroom Renovations

Project #: 13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

<b>Based Bid</b>		\$	<b>551,494.00</b>	
<b>Verified Local Business Participation</b>	0.0%	\$	-	
<b>Based Bid W/ LBP Discount</b>		\$	<b>551,494.00</b>	<b>NON-RESPONSIVE</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Strawn Construction</b> Address: 1140 Pedro Street, Suite #1 City/State: San Jose, CA 95126 Phone:(408) 286-1299				1 Did Not Meet the Minimum LBP Requirement 2 3 4
<b>Company: Allied Painters</b> Address: 3425 Ettie Street City/State:Oakland, CA Phone:(510) 658-4315		1.16%		1 2 3 4
<b>Company: AMG</b> Address: 3438/ Helen Street City/State:Oakland, CA Phone:(707) 292-2414		9.03%		1 2 3 4
<b>Company: Brown 3 Plumbing Co., Inc.</b> Address: 9421 D Street P.O. B0x32533 City/State:Oakland, CA Phone:(510) 562-5847		17.95%		1 2 3 4
<b>Company: Ironwood Commercial Bldrs</b> Address: 333 Hegenberger Road, Suite 210F City/State: Oakland, CA Phone:(510) 635-3355		7.37%		1 2 3 4



	LBE	SLB	SLBR	COMMENTS:
<b>Company: MAR Con Co.</b> Address: 8135 Capwell Drive City/State:Oakland, CA Phone:(510) 205-4925		2.30%		1 2 3 4
<b>Company: Global Specialities</b> Address: City/State:Oakland, CA Phone:(510)				1 Not Currently Certified with the City of Oakland 2 3 4
<b>Company: Gill's Electric</b> Address: 2410 Webster Street City/State:Oakland, CA Phone:(510) 451-2924		3.08%		1 2 3 4
<b>Company: Premium Roofing</b> Address: 919 52nd Avenue City/State:Oakland, CA Phone:(510) 774-9083		0.45%		1 2 3 4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>41.34%</b>	<b>0.00%</b>
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<b>41.34%</b>
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## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction**

Project: Elmhurst MS Restroom Renovations

Project #:13160

Estimate: \$572,000

Date: Friday, April 17, 2015

Time: 2:00 pm

Project Mgr: Eduardo Rivera-Garcia

Architect: Dougherty + Dougherty

<b>Based Bid</b>		\$	<b>588,000.00</b>
<b>Verified Local Business Participation</b>	<b>4.0%</b>	\$	<b>23,520.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>564,480.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Bay Construction</b> Address:4026 Martin Luther King Jr. Way City/State: Oakland, CA Phone:(510) 658-7225		47.96%		1 2 3 4
<b>Company: AMG</b> Address: 3438/ Helen Street City/State:Oakland, CA Phone:(707) 292-2414		8.47%		1 2 3 4
<b>Company: Summerhill Electric</b> Address: 5230 12th Street City/State:Oakland, CA Phone:(510) 536-1685			2.98%	1 2 3 4
<b>Company: Brown 3 Plumbing Co., Inc.</b> Address: 9421 D Street P.O. B0x32533 City/State:Oakland, CA Phone:(510) 562-5847		16.84%		1 2 3 4
<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>73.27%</b>	<b>0.00%</b>	<b>73.27%</b>

APPROVAL- LBU Compliance Officer





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

All persons or organizations where required by written contract.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
All persons or organizations where required by written contract.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract.	All Locations and All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

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**SECTION II – LIABILITY COVERAGE** is amended as follows:**1. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

**d.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an insured under any other automobile policy; or
- (3)** Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

**e.** Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1)** If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph **A.1**. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph **A.1**. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

## 4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, **2.a**. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion **B.5**. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4**. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

## 7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500



**9. RENTAL REIMBURSEMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

**11. PERSONAL EFFECTS COVERAGE**

**A.** SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

**B.** SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

**12. ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

**13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.



**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

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

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

**21. HIRED AUTO COVERAGE TERRITORY**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V – DEFINITIONS is amended as follows:**

**22. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**23. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph **A.** – CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



## AWARD OF BID ROUTING FORM

Project Information			
Project Name	Elmhurst Restrooms Renovation	Site	202
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	Wickman Development & Construction	Agency's Contact	Jonathan Wickman
OUSD Vendor ID #	V061445	Title	Project Manager
Street Address	319 Rutledge Street	City	San Francisco State CA Zip 94110
Telephone	415-215-3473	Policy Expires	3-25-2016
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 #	13160		

Term			
Date Work Will Begin	5-28-2015	Date Work Will End By (not more than 5 years from start date)	8-19-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$560,900.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	2029905891	6175	\$560,900.00

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