

Board Office Use: Legislative File Info.	
File ID Number	12-1428
Committee	Facilities
Introduction Date	6-13-2012
Enactment Number	12-1597
Enactment Date	6-13-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 13, 2012

Subject Award of Bid - American Air Conditioning, Plumbing and Heating. - Castlemont, Oakland Technical and McClymonds Retro Commissioning Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0751, Award of Bid and Construction Contract on behalf of the District for the Castlemont, Oakland Tech, McClymonds Retro Commissioning Project to American Air Conditioning, Plumbing and Heating, 820 Aladdin Avenue, San Leandro, CA 94577 in the amount of \$245,300.00, 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: sixty (60) days Calendar Days, commencing June 13, 2012, and ending on August 24, 2012.

Background The abovementioned schools are in need of commissioning and boiler controls systems to bring them in line with the Districts specifications.

Local Business Participation Percentage 7.80%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0751, Award of Bid and Construction Contract on behalf of the District for the Castlemont, Oakland Tech, McClymonds Retro Commissioning Project to American Air Conditioning, Plumbing and Heating, 820 Aladdin Avenue, San Leandro, CA 94577 in the amount of \$245,300.00, 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: sixty (60) days Calendar Days, commencing June 13, 2012, and ending on August 24, 2012.

Fiscal Impact

Measure B

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1112-0751

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
CASTLEMONT, OAKLAND TECH AND MCCLYMONDS RETRO-
COMMISSIONING PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids includes the commissioning and upgrade to boiler controls to an Allerton System, at Castlemont, Oakland Tech, and McClymonds High School; also , air balance of five (5) VAV, AHU's at Oakland Tech, Steam Boiler Combustion Testing and Calibration at McClymonds and testing and replacement of pneumatic controls at McClymonds, for the Castlemont, Oakland Tech and McClymonds High School Project for the Oakland Unified School District of Alameda County, California; and;

WHEREAS one (1) bid was via provided Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
American Air Conditioning, Plumbing and Heating	San Leandro, CA	\$245,300.00

and,

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

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

RESOLUTION NO. 1112-0751

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
CASTLEMONT, OAKLAND TECH AND MCCLYMONDS RETRO-
COMMISSIONING PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **AMERICAN AIR CONDITIONING, PLUMBING AND HEATING**, for the performance of the bid work, in the amount of **TWO HUNDRED FORTY-FIVE THOUSAND, THREE HUNDRED DOLLARS AND NO CENTS (\$245,300.00)** 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 **AMERICAN AIR CONDITIONING, PLUMBING AND HEATING** for the performance of bid work.

Passed by the following vote:

Noel Gallo, David Kakishiba, Christopher Dobbins, Gary Yee,
AYES: Alice Spearman, Vice President Hinton Hodge, President Jody London

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 13, 2012.



Edgar Rakestraw, Jr.
Secretary, Board of Education

LEGISLATIVE FILE
File ID Number 12-1428
Introduction Date 6-13-12
Enactment Number 12-1597
Enactment Date 6-13-12 B9

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 24th DAY OF May, 2012, by and between the Oakland Unified School District ("District" or "Owner") and Heathorn & Associates ("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: Retro Commissioning Project(Castlemont, McClymonds, Oakland Technical High Schools)

PROJECT NO.:07144

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.

2012 MAY 29 P 2:18
FACILITIES PLANNING
AND MANAGEMENT

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.

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont, McClymonds, and Oakland Technical HS
Retro-Commissioning Project
Project No. 07144
Summer 2012

Agreement Document
00 52 13

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Sixty-Four Days (64) 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 24, 2012.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
- **Project Completion:** Five Hundred Dollars \$500.00 per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C20- Mechanical 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:

Two Hundred Forty-Five Thousand, Three Hundred Dollars and no cents
\$245,300.00, (Base Contract Amount)

+ Sixteen Thousand Two-Hundred Dollars and no cents
(\$16,200.00), (Contingency Allowance Amount)

= Two Hundred Sixty Thousand, Five Hundred Dollars and no cents
(\$261,500.00), ("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.

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

Dated: _____, 20__

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____


Print Name: Jody London

Print Title: President, Board of Education

By: _____

Print Name: Edgar Rakestraw, Jr.

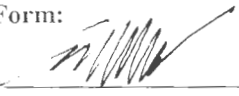
Print Title: Secretary, Board of Education

By:  _____

Print Name: Timothy E. White

Print Title: Assistant Superintendent, Facilities, Planning and Management

Approved as to Form:

By:  _____

Print Name: Cate Boskoff

Print Title: Special Facilities Counsel

Dated: MAY 29, 20 12
HEATHORN & ASSOCIATES CONTRACTORS INC
AMERICAN AIR CONDITIONING CONTRACTOR

By:  _____

Print Name: NORMAN T.R. HEATHORN

Print Title: PRESIDENT

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

5/24/2012

Oakland Unified School District
955 High Street
Oakland, CA 94601

Attn: Richard Rogers

Ref: Project: 07144 Retro Commissioning Project

Castlemont High School, McClymonds High School, Oakland Tech High School

Please find enclosed-

- Performance Bond
- Payment Bond
- Insurance Certificates
- Copy of the Cost of the Bonds

+



Reed Heathorn
President

2012 MAY 24 P 1:01

FACILITIES PLANNING
AND MANAGEMENT

R. C. Fischer & Co.
 P.O. Box 8101
 Walnut Creek, CA 94596-8101
 Phone : 925-932-7823 Fax : 925-932-0962

American Air Conditioning
Plumbing & Heating
 820 Aladdin Avenue
 San Leandro, CA 94577

INVOICE # 72756		Page 1
ACCOUNT NO. AMERH11	OP ME	DATE 05/23/12
Bond		
POLICY # 070010763		
COMPANY The Ohio Casualty Insurance Co		
PRODUCER Dennis Woodard		
EFFECTIVE 05/23/12	EXPIRATION 05/23/13	BALANCE DUE ON 05/23/12

Itn #	Eff Date	Trn	Description	Amount
435795	05/23/12	NEW	\$261,500/Oakland USD	\$ 3,766.00
			Oakland Unified School District	
			Castlemont HS, McClymonds HS & Oakland Technical HS Retro Commission, Project @07144	
Invoice Balance:				\$ 3,766.00

2012 MAY 24 P 1:01
 FACILITIES PLANNING
 AND MANAGEMENT

FACILITIES PLANNING
AND MANAGEMENT

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

Bond #070010763
Premium: \$3,766.00

2012 MAY 24 P 1:01

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 Heathorn & Associates Contractors, Inc. DBA American Air Conditioning, Plumbing and Heating, ("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:
Castlemont HS, McClymonds HS & Oakland Technical HS
Retro Commission, Project #07144 (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of two hundred sixty one thousand five hundred and no/100 _____ DOLLARS (~~\$261,500.00~~), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

Liberty SuretyFirst

1340 Treat Blvd., Ste. 550, Walnut Creek, CA 94597

Attention: Eric Altman

Telephone No.: (925) 979 - 6731

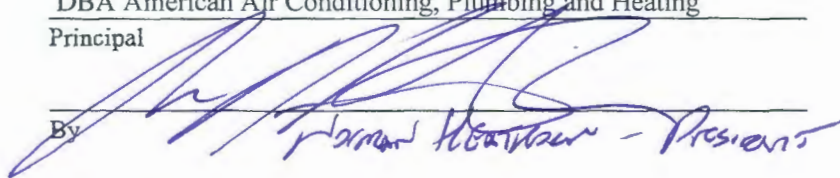
Fax No.: () -

E-mail Address: Eric.Altman@LibertyMutual.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of May, 2012.

Heathorn & Associates Contractors, Inc.
DBA American Air Conditioning, Plumbing and Heating
Principal

By



The Ohio Casualty Insurance Company
Surety

By : Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596
Address of California Agent of Surety

(925) 932-7823

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 23, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)



Signature Melanie Carlson

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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-3

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

Bond #070010763
Premium: Included with Performance Bond

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:

Heathorn & Associates

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Contractors, Inc.
American Air Conditioning, Plumbing and Heating, ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to
Castlemont HS, McClymonds HS & Oakland Technical HS
Retro Commission, Project #07144 (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of two hundred sixty one thousand five hundred and no/100 Dollars (\$ 261,500.00), 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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

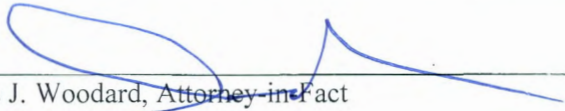
PAYMENT BOND
DOCUMENT 00 61 15 -1

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 23 day of May, 2012.

Heathorn & Associates Contractors, Inc.
DBA American Air Conditioning, Plumbing and Heating
Principal

By

The Ohio Casualty Insurance Company
Surety

By:  Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596
Address of California Agent of Surety

(925) 932-7823
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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 23, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson



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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 43-337

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: **Dennis J. Woodard, Dennis Sewell or Gordon J. Fischer of Walnut Creek, California** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) Dollars**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **5th** day of **April, 2010**.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **5th** day of **April, 2010** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires August 17, 2013.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **23** day of **May** A.D., **2012**



Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

FACILITIES PLANNING
AND MANAGEMENT

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

Bond #070010763
Premium: \$3,766.00

2012 MAY 24 P 1:01

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

Heathorn & Associates

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Contractors, Inc.
DBA American Air Conditioning, Plumbing and Heating, ("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:
Castlemont HS, McClymonds HS & Oakland Technical HS
Retro Commission, Project #07144 _____ (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of two hundred sixty one thousand five hundred and no/100
_____ DOLLARS (\$261,500.00), lawful money of the United States, for the payment of which
sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns
jointly and severally, firmly by these presents, to:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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

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

Liberty SuretyFirst

1340 Treat Blvd., Ste. 550, Walnut Creek, CA 94597

Attention: Eric Altman

Telephone No.: (925) 979 - 6731

Fax No.: () -

E-mail Address: Eric.Altman@LibertyMutual.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of May, 2012.

Heathorn & Associates Contractors, Inc.
DBA American Air Conditioning, Plumbing and Heating
Principal

By

The Ohio Casualty Insurance Company
Surety

By : Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596
Address of California Agent of Surety

(925) 932-7823

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 23, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson



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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-3

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

Bond #070010763
Premium: Included with Performance Bond

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:

Heathorn & Associates

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Contractors, Inc.
American Air Conditioning, Plumbing and Heating, ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to
Castlemont HS, McClymonds HS & Oakland Technical HS
Retro Commission, Project #07144 (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of two hundred sixty one thousand five hundred and no/100 Dollars (\$ 261,500.00), 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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

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 23 day of May, 20 12.

Heathorn & Associates Contractors, Inc.
DBA American Air Conditioning, Plumbing and Heating
Principal

By _____

The Ohio Casualty Insurance Company
Surety

By : Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596
Address of California Agent of Surety

(925) 932-7823
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
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 23, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson



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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 43-337

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: **Dennis J. Woodard, Dennis Sewell or Gordon J. Fischer of Walnut Creek, California** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) Dollars**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **5th** day of **April, 2010**.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **5th** day of **April, 2010** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires August 17, 2013.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **23** day of **May** A.D., **2012**



Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.



Liberty
Surplus Insurance
CorporationTM
 Member of Liberty Mutual Group

Commercial General Liability

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 2

Effective Date: 12/01/2011
 Policy Number: 1000000315-05
 Issued To: Heathorn & Associates Contractors, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – AUTOMATIC STATUS WHEN
 REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601

BIDS MUST BE SEALED AND SUBMITTED TO:

**PURCHASING DEPT.
900 HIGH STREET (2ND FL)
OAKLAND, CA 94601**

**THIS SHEET MUST BE ATTACHED TO THE FRONT OF
YOUR BID ENVELOPE**

Bid for: Castlemont HS, McClymonds HS & Oakland Technical HS
Retro Commissioning

Job No.: 07144

HEATHORN & ASSOCIATES CONTRACTORS INC

Bidder: dba AMERICAN AIR CONDITIONING 820 ALADDIN AVE SAN LEANDRO CA 94577

(Company Name, Address)

PHONE: 510-351-7578 FAX: 510-351-8315

(Phone, Fax)

Wednesday May 2nd 2012
Bids are due: 2:00 p.m., ~~Thursday, March 8, 2012.~~

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: HEATHORN & ASSOCIATES CONTRACTORS INC dba AMERICAN AIR CONDITIONING
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Castlemonst HS, McClymonds HS & Oakland Technical HS

PROJECT NO.: 07144

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

Base Bid Amount:	\$	<u>259,395⁻</u>
Contingency Allowance Amount:	\$	26,700.00 <u>16,200⁻</u>
Total Bid Amount:	\$	<u>275,595⁻</u>

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

Additive/Deductive Alternates:

Alternate #1

	dollars	\$ <u>n/a</u>
--	---------	---------------

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

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

NOT USED.

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

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

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

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

No. <u>1</u> , Dated <u>4/19/2012</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/30/2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a B C20 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 2ND day of MAY 20 12

Name of Bidder HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING

Type of Organization S-CORP

Signed by NORMAN T.R. HEATHORN

Title of Signer PRESIDENT

Address of Bidder 820 ALADDIN AVE SAN LEANDRO CA 94577

Taxpayer's Identification No. of Bidder 94-3166225

Telephone Number 510-351-7578

Fax Number 510-351-8315

E-mail reed@aacph.com Web page www.aacph.com

Contractor's License No(s): No.: 660334 Class: B C20 Expiration Date: 12/31/12

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING

President: NORMAN T.R. HEATHORN

Secretary: LISA HEATHORN

Treasurer: NORMAN T.R. HEATHORN

Manager: NORMAN T.R. HEATHORN

END OF DOCUMENT

DOCUMENT 00 42 00
(FORMERLY DOCUMENT 00310)

CONTINGENCY ALLOWANCE

1. CONTINGENCY ALLOWANCE AMOUNT

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

Twenty Six Thousand Seven Hundred dollars

\$ ~~26,700.00~~

16,200

2. EXPENDITURE OF CONTINGENCY ALLOWANCE

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

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

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

3. ADJUSTMENT OF CONTRACT PRICE

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

END OF DOCUMENT

DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: RETRO COMMISSIONING PROJECT (Project Name)

PROJECT NO.: 07144

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

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

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

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

Subcontractor Name: CARTER AIR BALANCE Location: NAPA

Portion of Work: AIR BALANCE

Subcontractor Name: SYSERCO Location: FREMONT

Portion of Work: CONTROLS

Subcontractor Name: TEMPER INSULATION Location: SAN FRANCISCO

Portion of Work: INSULATION REPAIR

Subcontractor Name: MTIM, INC (MYRON TAYLOR) Location: ANTIOCH

Portion of Work: Welding

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

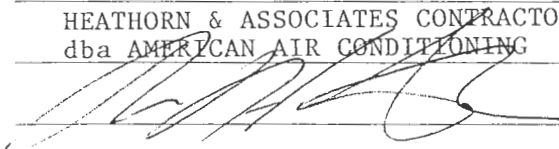
Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: MAY 2, 2012

Proper Name of Bidder: HEATHORN & ASSOCIATES CONTRACTORS INC
 dba AMERICAN AIR CONDITIONING

Signature: 

Print Name: NORMAN T.R. HEATHORN

Title: PRESIDENT

DOCUMENT 00 43 13
(FORMERLY DOCUMENT 00150)

BID BOND (SECURITY)

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

KNOW ALL PERSONS BY THESE PRESENTS:

Heathorn & Associates Contractors Inc. DBA

That the undersigned, as Amreican Air Conditioning, Plumbing & Heating as Principal ("Principal"),

and The Ohio Casualty Insurance Company as Surety ("Surety"),

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

ten percent of the total amount bid (\$ 10%)

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

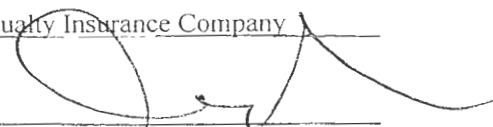
BID BOND
DOCUMENT 00 43 13-1

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

Heathorn & Associates Contractors Inc. DBA
American Air Conditioning, Plumbing & Heating
Principal

By 

The Ohio Casualty Insurance Company
Surety

By: Dennis J. Woodard, Attorney-in-Fact 

R.C. Fischer & Co.
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596
Address of California Agent of Surety

(925) 932 - 7823
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont HS, McClymonds HS & Oakland
Technical HS
Retro Commissioning
Project No. 07144
September 28, 2011

BID BOND
DOCUMENT 00 43 13-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On April 25, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson



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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 43-337

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: **Dennis J. Woodard, Dennis Sewell or Gordon J. Fischer of Walnut Creek, California** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) Dollars**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 5th day of April, 2010.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 5th day of April, 2010 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY**, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires August 17, 2013.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached; be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 25 day of April A.D., 2012



Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1 813 667 0074

CONTACT INFORMATION

HEATHORN & ASSOCIATES CONTRACTORS INC

Firm Name : dba AMERICAN AIR CONDITIONING Check One:
(as it appears on license)

- Corporation
- Partnership
- Sole Proprietorship

Contact Person: REED HEATHORN

Address: 820 ALADDIN AVE SAN LEANDRO CA 94577

Phone: 510-351-7578 Fax: 510-351-8315

If Contractor is a **Sole Proprietor, Partnership, or Corporation:**

Owner(s) of Company : NORMAN T.R. HEAHTORN

Contractor's License Number(s) and expiration date:

660334 Expiration date 12/31/12

If Contractor is a **Joint Venture:**

Owner(s) of Companies comprising the Joint Venture:

Contractor's Joint Venture License Number and expiration date:

_____ Expiration date _____

Note: It is unlawful for any two or more licensees, each of whom has been issued a license to act separately in the capacity of a Contractor within this state, to be awarded a contract jointly or otherwise act as a Contractor without first having secured a Joint Venture license.

Name of Firm with Primary Bonding and Insurance responsibility for Sole Proprietor, Partnership, Corporation or Joint Venture:

R.C. FISCHER & CO

Contact Person for firm that is the Primarily Responsible Sole Proprietor, Partnership, or Corporation or Joint Venture:

Name: REED HEAHTORN

Address: 820 ALADDIN AVE SAN LEANDRO CA 94577

Phone: 510-351-7578 Fax: 510-351-8315

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

THIS CONTACT INFORMATION IS A MATTER OF PUBLIC RECORD. THE REMAINDER OF THE BIDDER QUALIFICATION QUESTIONNAIRE SHALL BE KEPT CONFIDENTIAL IN ACCORDANCE WITH CALIFORNIA LAW.

Project Description:

The Oakland Unified School District Retro Commissioning project is largely a controls retrofit of the exiting control system for (3) OUSD high schools. Scope includes an air balance for (5) VAV AHUs at Oakland Technical High School, a HHW balance at Castlemont High School and McClymonds High School, a hydronic analysis for Oakland Technical High School and Castlemont High School, and a boiler combustion analysis for (3) McClymonds High School boilers. Contractor shall prepare and stamp drawings and submittals, install and replace valving, and comply with the commissioning requirements.

1. At the time of bid submission, Contractor must possess a valid and current California Contractor's license of the following class A/B C20- Contractor. Please state your Contractor license class and number B C20 660334 and the name of the person or entity holding the license HEATHORN & ASSOCIATES CONTRACTORS INC
2. To be eligible to bid on this job, Contractor must have at least 5 years experience as a prime contractor performing work in the area of K- 12 School Construction.
3. Contractor shall have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Please provide a Certificate of Insurance showing the required coverage's.
4. Contractor shall have current workers' compensation insurance policy as required by the Labor Code or be legally self-insured pursuant to Labor Code section 3700 et. seq. Please provide a copy of your Worker's Compensation Certificate of Insurance.
5. Contractor shall submit with this completed Questionnaire a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states contractor's current available bonding capacity.

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

If yes, please explain on a separate page and attach hereto.

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

If yes, please explain on a separate page and attach hereto.

8. At the time of submitting this pre-qualification form, has your firm been deemed by any public works department or school district to be ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If the answer is yes, name each agency and state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

If yes, please explain on a separate page and attach hereto.

PART II BUSINESS ORGANIZATION

10. Sole Proprietorship: If the Bidder is an individual or Sole Proprietor, list the proprietor's name and address:

Name: _____

Address: _____

11. Partnership: If the Bidder is a Partnership, provide the following information:

A) Partners authorized to submit proposals and sign contracts

B) Name of all other parties

12. Corporation: If the Bidder is a Corporation, provide the following information:

A) State in which incorporated: CA

B) If incorporated in another state, is the corporation authorized to do business in the State of California? Yes No

C) Name and address of the Corporation's registered in California:

Name: HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING

Address: 820 ALADDIN AVE
SAN LEANDRO CA 94566

D) Name and titles of officers authorized to submit proposals and sign contracts.

NORMAN T.R. HEATHORN

PRESIDENT

(Title)

(Title)

(Title)

E) Name and address of parent company, if firm is subsidiary:

Name: _____

Address: _____

F) If bidder is a Joint Venture, provide the following information:

Date of commencement of Joint Venture: _____

Provide all of the following information for each firm that is a member of the Joint Venture that expects to bid on one or more projects:

Name of Firm

% of Ownership of Projects

Each partner of a Joint Venture must submit a completed Contractor Qualification Questionnaire for its firm.

13. Has the Contractor's license for any firm named above been revoked at any time in the last five years?

Yes No

If **yes**, please explain.

14. Has a surety firm completed a contract on behalf of any firm named above, or paid for completion because the firm was default terminated by the project owner within the last five (5) years?

Yes No

If **yes**, please explain.

15. State the name of the individual authorized to sign for the joint venture.

PART III BONDING CAPACITY

Pursuant to Section 11.02 of the General Conditions, corporate sureties on performance and payment bonds submitted to the District must be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing surety bonds in the State of California. All sureties shall have an "A-, VIII" rating in Bests Rating Guide and shall be satisfactory to the District. **Contractors must submit surety bonds on the forms provided by the District. Non-conforming bond forms with exceptions and conditions not included in the District's bond form will be rejected.**

Bid Bond

16. Corporate Surety Name: The Bidder submits the name of the following surety company meeting the requirements set forth above. **A signed statement from the surety and confirming documentation of the authority of the officer or agent signing the letter, including a current power of attorney, must be submitted with this Contractor Qualification Statement.**

Corporate Surety Name: THE OHIO CASUALTY INSURANCE C/O R.C. FISCHER & CO
Address: P O BOX 8101 WALNUT CREEK CA 94596-8101

17. Surety's Rating in Best's Insurance Guide:

Rating Classification: A Financial Size Category: XV

Note: Best's rating classifications are letter designations ranging from A+ to C. Best's financial size categories are roman numeral designations ranging from I to XV.

PERFORMANCE AND PAYMENT BOND

Successful Bidders must be capable of providing Performance and Payment Bonds, meeting the requirements stated above, in the amount of 100% of the contract price. Therefore, bidder's bonding capacity must be sufficient to cover 100% of the estimated cost of the advertised job in order for the bidder to be deemed qualified to bid on the job.

18. Corporate and Surety Name: The Bidder submits the name of the following surety company meeting the requirements set forth above. **A signed statement from the surety and confirming documentation of the authority of the officer or agent signing the letter must be attached including a current power of attorney.**

Corporate Surety Name: THE OHIO CASULITY INSURANCE CO C/O R.C. FISCHER & CO
Address: P O BOX 8101 WALNUT CREEK CA 94598-8101

Agent: DENNIS WOODWARD

Address:

Ineligible, suspended or otherwise barred by any applicable federal or state law from selling to or contracting with any state or federal agency?

27. Violation of Labor and Employment Laws and Regulations:

- A) During the last year, has the Bidder been found in a hearing held before an appropriate administrative commission, hearing agency or legal tribunal of the State of California designated by law to hear and resolve such matters; to be in violation of any California Labor Code, Prevailing Wage or OSHA laws, rules or regulations. Yes No
- B) Has the Bidder failed to comply with any law, rule or regulation regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works in performing such public works contracts? Yes No

PART IV JOB EXPERIENCE AND WORKFORCE CAPACITY

SUMMARY OF WORK EXPERIENCE AS PRIME CONTRACTOR

List work where your business performed as **Prime Contractor only**. Subcontractor experience must be listed in the following table. Please list any public school, community college or university jobs here. If the bidder has no experience as a Prime Contractor, please state "none" below.

Similar contracts completed within the last five years (list at least 4):

Project and Location	Contract Type and Final Amount	Start and Completion Dates*	Name and Phone # of Owner & A/E References
**** SEE ATTACHED			

*month/year

Projects under construction as Prime Contractor:

Project and Location	Contract Type, Current Amount & % Complete	Start and Completion Dates*	Name and Phone # of Owner & A/E References
MASONIC HOMES	127,476.00	1/12 to 4/12	JAMES HAAS - CHIEF ENGINEER OF FACILITY SERVICES 510-429-6448
DESIGN & BUILD PLUMBING HOT WATER RETURN SYSTEM			

Projects pending as Prime Contractor:

Project and Location	Contract Type, and Amount	Expected Start and Completion	Name and Phone # of Owner & A/E References
NONE			

SUMMARY OF WORK EXPERIENCE AS SUBCONTRACTOR

Similar contracts completed within the last five years as subcontractor (list at least 4, unless your primary job experience has been as a General Contractor). Please list any public school, community college or university jobs here. If the Contractor has no experience as a Subcontractor, please state "non" below.

Subcontract Work Item	Project and Location	Contract Type, Current Amount & % Complete	Start and Completion Dates*	Name and Phone # of Owner & A/E References
****SEE ATTACHED				

*month/year

Projects currently under construction:

Subcontract Work Item	Project and Location	Contract Type, Current Amount & % Complete	Start and Completion Dates*	Name and Phone # of Owner & A/E References
CVS	HVAC CALIFORNIA ST	SUBCONTRACT \$70,100.00	11/12to4/12	BARRY NASH R3 BUILDERS
	SAN FRANCISCO			707-728-2255

*month/year

Contracts pending:

Subcontract Work Item	Project and Location	Contract Type, Current Amount & % Complete	Start and Completion Dates*	Name and Phone # of Owner & A/E References
CVS	HVAC PORTOLA VALLEY SAN FRANCISCO	SUBCONTRACT 98,500.00	6/12 to8/12	BARRY NASH R3 BUILDERS 707-728-2255

*month/year

Note: The information requested in Columns A through D of Table A and Columns E and F of Table B is for record keeping purposes only and will not effect bidder's eligibility to bid.

Heathorn and Associates Contractors, Inc dba
 American Air Conditioning, Plumbing and Heating
 820 Aladdin Ave
 San Leandro, CA 94577
 510-351-7578 . fax 510-351-8315

2003-2010 Projects

Year	name	final contract	owner	contact	architect	General Contractor
2010	West Valley College- Saratoga Police Station- HVAC	\$63,656	West Valley Community College District 14000 Fruitvale Avenue, Saratoga, CA 95070	Andrew Spiller (408) 393-4594		Prime Contract with Owner
2010	West Valley College- Saratoga Intrim Housing- Portable Plumbing	\$42,745	West Valley Community College District 14000 Fruitvale Avenue, Saratoga, CA 95070	Andrew Spiller (408) 393-4594		Prime Contract with Owner
2010	Costco San Jose- Meat Department Fast Track- Ductwork Installation	\$58,130	Costco	Greg Renari (510) 884-8900		CRS
2010	CVS Pharmacy TI Improvement- HVAC	\$113,950	CVS Pharmacy 731 Market Street, San Francisco	Barry Nash (707) 748-2255		R3 Builders
2010	La Clinica- Casa Del Sol HVAC system for new clinic	\$63,650	San Antonio Health Center 1030 International Blvd, Oakland, CA 94606	Joe Muzzy (510) 535-4000		Prime Contract with Owner
2010	Muni- Lenox Control Room Replace HVAC equipment and controls	\$361,113	SFMTA 11 South Van Ness Avenue, SF, CA	Karlo Mendoza (415) 822-4400		Yerba Buena Engineering
2010	Muni- Presidio Site- SF Replace HVAC system	\$143,575	SFMTA 11 South Van Ness Avenue, SF, CA	Karlo Mendoza (415) 822-4400		Yerba Buena Engineering
2010	OIA- Sewage Tank and Pump System	\$57,100	Port of Oakland 520 Water Street, Oakland CA	Robert Wagner 510-635-1477		Beci Electric
2009	Elevator Penthouse Modifications install HVAC unit and a Door	\$27,843	County of San Mateo 555 County Center, 5th Floor, Redwood City, CA 94063	Mark Hann 650-363-4100	Downey & Associates Tim Downey 650-871-6963	Prime Contract with Owner
2008	La Clinica Health Center HVAC Plumbing	\$632,661	San Antonio Health Center 1030 International Blvd, Oakland, CA 94606	Steve Cetrone 412-9090	John Oldham Engineers 925-249-0300	Oliver and Company Steve Cetrone
2009	City of Palo Alto Art Center Kin, Hood and Stack Installation	\$96,211	City of Palo Alto 3201 E. Bayshore Road, Palo Alto, CA 94303	Richard Zolezzi 650-496-6920		Prime Contract with Owner
2008	PGE- Service Centers Replace rooftop package units and ductwork	\$231,466	PG&E	Mike Gerhard-PGE 510-337-1331	none	Art Hover- Matrix 925-459-9200
2008	Richmond City Hall Architectural Flashing	\$122,991	City of Richmond 2600 Barrett Ave, Richmond, CA	Ben Kelman (925) 231-5516	Nadel Commercial Los Angeles 310-826-2100	Overaa

2008	Weather Underground- SF site New Liebert Computer Room HVAC units	\$106,434	Weather Underground 300 N Fifth, Ann Arbor, MI 48158	Allan 415-543-5022	none	Prime Contract with Owner
2008	Ayer School- Building 400 New HVAC for Classrooms	\$384,159	Milpitas Unified School District 1331 E. Calaveras Blvd, Milpitas, CA 95035	John Cimino 408-945-5567	Salas O' Brien John Thompson 408-282-1500	Prime Contract with Owner
2008	State Fund Vacaville Architectural Flashing	\$340,824	State Fund	Kesor Kim (408) 592-0621	HOK 415-243-0555	Devcon Construction
2007	Oxford Elementary School Berkeley Arts Magnet School New Steam and Hot Water Boilers	\$391,348	Berkeley Unified School District c/o Parsons 3D/I 1720 Oregon Street, Suite 20 Berkeley, CA 94703	Michael Edwards (510) 849-0351		Prime Contract with Owner
2007	Pet Food Express HVAC system- Danville	\$69,750	Pet Food Express 2131 Williams Street, San Leandro, CA 94577	Don Epperly (510) 346-7009		Prime Contract with Owner
2007	Oakland Air Port Toilet Room Upgrades	\$67,637	Port of Oakland	Jeff Clark 510) 595-1905	none	Belveau Engineering Jeff Clark 510-595-1905
2007	Mercy Housing Emergency Boiler Change Out	\$62,365	Mercy Housing 1601 165th Avenue, San Leandro, CA	Seanai Hardy 510-278-2400	none	Prime Contract with Owner
2006-07	EDOP Transitional Housing Radiant Heat System Ventilation System	\$589,105	East Oakland Community Project 5725 International Blvd, Oakland, CA	Steve Cetrone 412-9090		Oliver and Company Steve Cetrone 412-9090
2006	UC Berkeley- Zang Nanotech Lab Stainless Steel Fume Hood Exhaust	\$97,800	University of California, Berkeley 2018 Valley Life Science Bldg., Berkeley, CA 94720	Bill King wiking@berkeley.edu		Prime Contract with Owner
2006	Pet Food Express HVAC system- Alameda	\$46,000	Pet Food Express 2131 Williams Street, San Leandro, CA 94577	Don Epperly (510) 346-7009		Prime Contract with Owner
2006	Bristol Farms Brass, Stainless Steel Architectural Metal	\$100,645	Albertson's			Eric F Anderson (510) 430-8404
2006	Cal Trans Building Install Liebert Computer Room Unit	\$40,970	Cal Trans 111 Grand Ave, Oakland, CA	Charles Howard 510-286-6240		Prime Contract with Owner
2006	SFSU Packaged Heat Pump Replacement	\$61,116	San Francisco State University 1600 Holloway Ave, San Francisco, CA 94132	Victor Lai 415-338-2769	Mazzetti & Associates 415-362-3266	Prime Contract with Owner
2006	SFSU Install Chiller @ Humanities Building	\$53,935	San Francisco State University 1600 Holloway Ave, San Francisco, CA 94132	Victor Lai 415-338-2769	Mazzetti & Associates 415-362-3266	Prime Contract with Owner
2006	Washington Hospital 4th Floor Medical Office TI	\$64,872	Washington Hospital 1900 Mowery, Fremont, CA	John Newman (925) 676-0119		Millennium Construction
2006	Fremont Elementary School Toilet Room Upgrades	\$234,000	Antioch Unified School District 510 G Street, Antioch CA	Scott Cheney 925-866-9035	Arthur Tam & Associates	Pencon- Scott Cheney 925-866-9035

2005	Oak Grove School HVAC systems for 19 classrooms	\$477,874	East Side Union High School District 830 N Capitol Ave San Jose, CA 95133	John Lawrence 408-640-0692	John Thomson Salas O' Brien Engineers (408) 297-2995	Prime Contract with Owner
2005	PG&E Folsom Street Chiller Replacement	\$68,186	PG&E 111 Stony Circle Santa Rosa, CA 95401	Ronda Ross (707) 577-7279		Prime Contract with Owner
2005	SFSU Science Building Make Up Air Units	\$236,662	San Francisco State University 1600 Holloway Ave, San Francisco, CA 94132	Victor Lai 415-338-2769	Mazzetti & Associates 415-362-3266	Prime Contract with Owner
2005	NCPHS Cogen Project Piping Tecogen 75kw Cogen Units	\$432,166	Northern Presbyterian Homes	Bob Panora (781) 466-6401	Tecogen	Tecogen
2005	SFSU Admin HVAC improvements	\$192,778	San Francisco State University 1600 Holloway Ave San Francisco, CA 94132	Victor Lai 415-338-2769	Mazzetti & Associates 415-362-3266	Prime Contract with Owner
2005	Pencon Office Building Plumbing	\$88,750	Pencon 3420 Fostoria Way, Suite G, San Ramon 94583	Scott Cheney 925-866-9035		Pencon- Scott Cheney 925-866-9035
2004	EPA lab Replace Boilers Install 75 KW cogen engines	\$192,069	Wareham Development 1120 Nye Street, Suite 400, San Rafael, CA 94901	Jim Petrovic 510-412-2370		Tecogen-Kelly Mac 714-412-3386
2004	Maguire Correction Facility Install 2-150kw Cogen Engines Including Electrical, Structural, Piping	\$860,610	County of San Mateo 555 County Center, 5th Floor, Redwood City, CA 94063	Mark Hahn 650-363-4100	Downey & Associates Tim Downey 650-871-6963	Prime Contract with Owner
2004	USPO- Oakland Extend computer room Install Liebert A/C units	\$132,354	U.S. Post Office	Al Karpenskask 510-874-8606		Prime Contract with Owner
2004	Spangler School HVAC for 21 Classrooms Two month duration	\$454,528	Milpitas Unified School District 1331 E. Calaveras Blvd, Milpitas, CA 95035	Keith Walker 408-945-5567	Salas O' Brien John Thompson 408-282-1500	Prime Contract with Owner
2004	Associated Student House Build a computer server room Install a Split A/C system	\$55,715	San Jose State University 1 Washington Square, San Jose, Ca 95192	Carol Beebe 408-924-1957		Prime Contract with Owner
2004	Oakland Airport Arch Stainless Steel Wall	\$62,740	Port of Oakland			Belveau Engineering Jeff Clark 510-595-1905
2004	SFSU Computer Room A/C replacement	\$65,037	San Francisco State University 1600 Holloway Ave, San Francisco, CA 94132	Tom O'Tool 415-338-2583		Prime Contract with Owner
2004	Pleasanton Affiliates 40 hp Motors and install VFD's	\$58,500	Pleasanton Affiliates 5565 W. Las Positas Blvd, Mailbox 270, Pleasanton, CA	Michael Ranahan 925-734-0416		Prime Contract with Owner
2004	Bank of the West Modesto Multizone Conversion to a VVT system	\$64,500	Bank of the West Facilities Management, PO Box 8050, Walnut Creek, CA	Ellen Wheeler 925-942-8300		Prime Contract with Owner

2003-04	Building 4 EMS system and HVAC improvement	\$224,024	U.S. Coast Guard			CCI Construction 415-626-3338
2003-04	Transload Warehouse Install HVAC	\$50,642	Port of Oakland		K.R. Butler 530-226-3344	Lyons Construction 568-4829
2003-04	St. Paul's Tower Skilled Nursing Retrofit	\$252,647	Episcopal Homes Foundation 3650 Mt. Diablo Blvd, Lafayette, CA 94549	Larry Malone 925-283-0680	Guttmann & Blaevolet Nav Patel(415) 625-0730 x22	Pencon- Scott Cheney 925-866-9035
2003	Washington Hospital Cogen Install 75KW Cogen Engines and Piping	\$285,586	Washington Hospital 1900 Mowery, Fremont, CA	Tom Hyder 510-482-7119	Water and Energy Mgmt (925) 820-6603	Prime Contract with Owner
2003	Chabot College Pipe 4- 75KW Cogen Engines	\$114,306	Chabot College Hayward, CA	Jim Soles 510-723-6769	Water and Energy Mgmt (925) 820-6603	ACC Environmental Dave Galson 510-638-8400
2003	San Francisco State University Fine Arts HVAC improvements	\$301,013	San Francisco State University 1600 Holloway Ave, San Francisco, CA 94132	Victor Lai 415-338-2769	Mazzetti & Associates Michael Tsuchimoto 415-362-3266	Prime Contract with Owner
2003	Daly City Mixed Use HVAC	\$251,106	D&M Development	Tom Dailey 415-338-2769		Oliver and Company Steve Cetrone 412-9090
2003	Alta Building Material HVAC	\$49,828	Alta Building Materials 745 50th Ave, Oakland, CA		K.R. Butler 530-226-3344	Lyons Construction 568-4829
2003	Delta Diablo Plumbing	\$105,338	Delta Diablo Sanitation District 2500 Pittsburgh-Antioch Hwy, Antioch, CA 94509	Jason Warner, PE 925-756-1939		Pencon- Ken Judd 925-866-9035
2003	San Mateo Health Center 3rd Floor HVAC unit Replacement	\$61,494	County of San Mateo 555 County Center, 5th Floor, Redwood City, CA 94063	Roy Seisa 650-573-3961	None	Prime Contract with Owner
2003	Admiral Office HVAC	\$90,000	U.S. Coast Guard		None	All Star Services Bryan Lee 510-261-5682
2003	Replace Chiller	\$98,071	PG&E		None	Prime Contract with Owner
2003	Replace Rooftop Unit	\$93,600	Portabello Offices 7 Embarcadero West, Oakland, CA 94607	Michael Ruffolo 510-832-2866	None	Prime Contract with Owner

TABLE A: CONTRACTOR'S WORKFORCE (includes Direct Subcontractors)

Job Titles	Total Employees		A		B		C		D	
			Black		Hispanic		Asian American		American Indians and Alaskan Natives	
	M	F	M	F	M	F	M	F	M	F
Laborers										
Project Superintendent										
Equip Operators										
Truck Drivers										
Cement Finishers										
Brick Masons										
Ironworkers										
Carpenters										
Roofers/Metal Roofers										
Glaziers										
Ceramic Tile Setters										
Painters										
Plasterers/Drywallers										
Elevator Mechanics										
Plumbers	5		1							
Insulators										
Pipefitters										
Refrig Mechanics	4									
Temperature Control										
Air Test & Balancing										
Sheet Metal	4						1			
Sprinkler Fitters										
Electricians										
Telecom Installers										
TOTALS	13		1				1			

(M = Male, F = Female)

TABLE C: BREAKDOWN OF APPRENTICES, OJT'S AND NEW HIRES

OJT'S & Apprentices	0									
New Hires	0									

Certification of Nonsegregated Facilities: The Bidder certifies that this firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that this firm does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity provisions of the proposed contract.

Disputes

28. Is there any litigation currently pending against your firm, or any firms comprising your joint venture (if you are submitting a bid as a joint venture)?

Yes No

If **yes**, explain on a separate signed page, the amount at issue in the litigation and the claims asserted.

CERTIFICATION OF THE PRE-QUALIFICATION STATEMENT

The bidder certifies under penalty of perjury under the laws of the State of California that all of the information contained in this pre-qualification statement is true and correct based upon facts known to the bidder.

By: 

Name: NORMAN T.R. HEATHORN
(Please print or type)

Date: MAY 2, 2012

Title: PRESIDENT

**UNIFORM SCORING SYSTEM FOR OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR PRE-QUALIFICATION PROGRAM
(LONG FORM QUESTIONNAIRE)**

BIDDERS MUST MEET THE MINIMUM STANDARDS FOR QUALIFICATION LISTED IN PART 1 OF THE LONG FORM PRE-QUALIFICATION QUESTIONNAIRE IN ORDER TO BE CONSIDERED FOR THIS JOB. A BID SUBMITTED BY A BIDDER THAT DOES NOT MEET THE MINIMUM QUALIFICATIONS MAY BE REJECTED AS NON-RESPONSIVE.

Points are assigned to the questions noted in Part 1 only. A bidder receiving a total score of fifty-five (55) points may be pre-qualified to bid on District projects in the amount of \$250,000 or more.

The information requested in the remainder of the Contractor Qualification Questionnaire is for the District's consideration in determining a contractor's capacity to perform a specific advertised job. The District's assessment of the bidder's responses to the information not subject to scoring will be based upon the bidder's prior experience, job performance, workforce capacity and bonding capacity.

Part I. Essential Requirements for Qualification.

Question 1 Five points for meeting the full requirement. No points will be allotted if all requirements are not met.
_____ 5 _____ pts

Question 2 Five points for meeting the full requirement. No points will be allotted if all requirements are not met.
_____ 5 _____ pts

Question 3 Five points for meeting the full requirement. No points will be allotted if all requirements are not met.
_____ 5 _____ pts

Question 4 Five points for answering meeting the full requirement. No points will be allotted if all requirements are not met.
_____ 5 _____ pts

Question 5 Five points for meeting the full requirement. No points will be allotted if all requirements are not met .
_____ 5 _____ pts

Question 6 Five points for answering "no". No points will be allotted if a "yes" answer is given.
_____ 5 _____ pts

Question 7 Five points for answering "no. No points will be allotted if a "yes" answer is given.
_____ 5 _____ pts

Question 8 Five points for answering "no". No points will be allotted if a "yes" answer is given.

5 pts

Question 9 Five points for answering "no". No points will be allotted if a "yes" answer is given.

5 pts

Question 13 Five points for answering "no". No points will be allotted if a "yes" answer is given.

5 pts

Question 14 Five points for answering "no". No points will be allotted if a "yes" answer is given.

5 pts

Total points: 55 pts

Bidder's Name HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING

DOCUMENT 00 45 01
(FORMERLY DOCUMENT 00310)

SITE-VISIT CERTIFICATION

PROJECT: RETRO COMMISSIONING PROJECT (Project Name)

PROJECT NO.: 07144

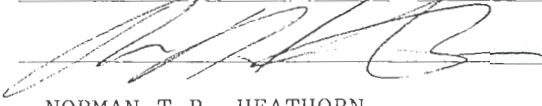
Check whichever option applies:

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

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

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

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

Date: MAY 2, 2012
Proper Name of Bidder: HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING
Signature: 
Print Name: NORMAN T.R. HEATHORN
Title: PRESIDENT

END OF DOCUMENT

ACKNOWLEDGMENT

State of California
County of Alameda

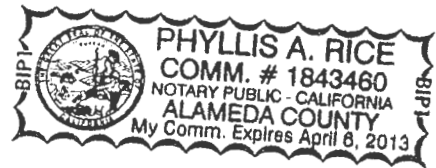
On May 2, 2012 before me, Phyllis A. Rice Notary Public
(insert name and title of the officer)

personally appeared Norman V. R. Heathorn
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 Phyllis A. Rice (Seal)



DOCUMENT 00 45 26
(FORMERLY DOCUMENT 00905)

WORKERS' COMPENSATION CERTIFICATION

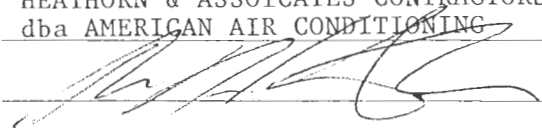
PROJECT/CONTRACT NO.: 07144 between the Oakland Unified School District (the "District" or the "Owner") and HEATHORN & ASSOCIATES CONTRACTORS INC (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

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

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

Date: MAY 2, 2012
Proper Name of Bidder: HEATHORN & ASSOICATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING
Signature: 
Print Name: NORMAN T.R. HEATHORN
Title: PRESIDENT

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

END OF DOCUMENT

DOCUMENT 00 45 50
(FORMERLY DOCUMENT 00910)


PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: 07144 between Oakland Unified School District
(the "District" or the "Owner") and HEATHORN & ASSOCIATES CONTRACTORS INC (the
"Contractor" or the "Bidder") (the "Contract" or the "Project").

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 including, without limitation, the labor compliance program, if in use on this Project.

Date: MAY 2, 2012

Proper Name of Bidder: HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING

Signature: 

Print Name: NORMAN T.R. HEATHORN

Title: PRESIDENT

END OF DOCUMENT

DOCUMENT 00 45 55
(FORMERLY DOCUMENT 00912)

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: 07144 between Oakland Unified School District (the "District") and HEATHORN & ASSOCIATES CONTRACTORS INC (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b. Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i. The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

OUSD FORM 1: METHOD OF COMPLIANCE

DVBE SUBCONTRACTOR/SUPPLIER CONSTRUCTION CONTRACTS. *Note: DVBE information is being collected for record keeping and informational purposes only. Such information will not be considered in the award of contract.*

DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL. This section is to be completed for all Prime Contractor's bid over \$15,000.00 and for all modifications to that contract. Disabled Veteran Contractors claiming preference and all other Prime Contractors must complete the following and comply with the required percentage of DVBE subcontractors or meet the good effort for bids over \$75,000.

PRIME BIDDER: HEATHORN & ASSOCIATES CONTRACTORS INC
dba AMERICAN AIR CONDITIONING CONTACT PERSON: REED HEATHORN ADDRESS: 820 ALADDIN AVE SAN LEANDRO CA
 PHONE NUMBER: 510-351-7578 FAX NUMBER: 510-351-8315 TOTAL BID: 94577

PROJECT NAME OR DESCRIPTION: RETRO COMMISSIONING PROJECT

A) List your DVBE subcontractors/suppliers. If the subcontractor has a subordinate subcontractor, list the subordinate on the line following the subcontractor in brackets, e.g. (ABC Painting) and complete the information for both. In the appropriate DVBE column, enter the dollar amount and fill in the Ethnicity Code and Gender Code. If the subcontractor or supplier is a woman and not an ethnic minority, please add a separate page stating this fact.)
 B) Enter the total in Line B for each column
 C) Enter the dollar amount of the bid to be performed by non-DVBE firms.
 D) Enter the dollar amount of the bid to be performed by the Prime Contractor.
 Enter the sum of the column totals in Line B, C and D.
 NOTE: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the District's acceptance or rejection of alternates.

LIST DVBE subs/suppliers	BASE BID/PROPOSAL					ALTERNATE #1					ALTERNATE #2				
	DVBE					DVBE					DVBE				
	AA	H	A	NA		AA	H	A	NA		AA	A	H	NA	
	W	W	W	W		W	W	W	W		W	W	W	W	
A. Subcontractor or Supplier, Location	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above DVBE subcontractors and subcontractor's amounts as reflected in the bid documents for this project.

 _____ PRESIDENT _____ MAY 2, 2012 _____
 Owner/Authorized Representative (Signature) (Print) Title Date

1.07 COMPLAINT PROCEDURES

Any Contractor or Subcontractor who has submitted a bid for a particular project who has knowledge of or suspects a violation by another Contractor or Subcontractor and feels that their bid should be rendered non-responsive because of violations of District DVBE policy may file a Formal bid Protest by identifying in writing the violation, particular project and date of bid opening within five (5) calendar days of opening. Such written protest should be addressed as follows:

Facilities Planning & Management
Attention: Assistant Superintendent
Director of Facilities
955 High Street
Oakland, California 94601

With a copy to:

Davillier-Sloan, Inc. Jake Sloan, Contract Compliance Consultant
1630 12th Street
Oakland, California 94607

Office of the State Administrator
Secretary to the Board of Education
1025 Second Avenue
Oakland, California 94612

	BASE BID/PROPOSAL					ALTERNATE #1					ALTERNATE #2				
	DVBE					DVBE					DVBE				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier, Location	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11.															
12.															
13.															
14.															
15.															
16.															
17.															
18.															
19.															
20.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

	ALTERNATE #3					ALTERNATE #4					ALTERNATE #5				
	DVBE					DVBE					DVBE				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

ETHNICITY CODES: AA = AFRICAN AMERICAN
A = ASIAN

H = HISPANIC W = WOMAN
NA = NATIVE AMERICAN

OUSD FORM 2

SUBCONTRACTOR CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by DVBE Subcontractor/Supplier or Subordinate Subcontractor/Suppliers. DVBE information is collected for record keeping and Informational purposes only.

PART I - IDENTIFICATION INFORMATION (check one)

Subcontractor/Supplier - A firm directly employed by a prime contractor.
 Subordinate Subcontractor/Supplier A firm employed by subcontractor/supplier

PRIME SUBCONTRACTOR NAME: _____

NAME OF FIRM: _____ BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE NUMBER: _____

DISTRICT PROJECT NAME: _____

PART II - DVBE PARTICIPATION *Subcontractors/Suppliers employed by architectural, engineering, environmental, land surveying or construction management firms complete this part after your employer is selected by the School District.*

- A. After reading the Definitions of the reverse side, check the appropriate Business Enterprise designation of or your firm. Enter the dollar amount of the bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s).
- B. List your DVBE subordinate subcontractor/suppliers: If you need additional space, use a separate page. Check their appropriate Business Enterprise designation. Enter the dollar amount of their bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s). All those listed must also complete one of these forms.
- C. Enter the non-DVBE dollar amount included in your bid/proposal under the applicable Base Bid/Proposal and/or Alternate column(s).
- D. Enter the Total of the Base Bid/Proposal and each Alternate column(s).

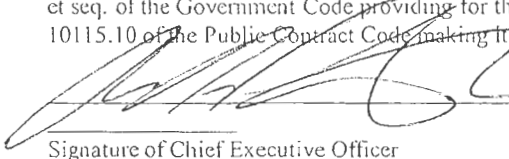
Business Enterprise	DVBE				Base Bid/ \$Proposal	Alternate #1 \$	Alternate #2 \$	Alternate #3 \$	Alternate #4 \$	Alternate #5 \$
	AA	A	H	NA						
A. Your Firm										
B. Subcontractor or Supplier										
C. Non DVBE Participation										
D. Total of Each Column										

PART III - SUBCONTRACTOR/SUPPLIER AND SUBORDINATE SUBCONTRACTOR/SUPPLIER CHECK LIST

Your bid/proposal should contain the following: Copy of your and your subordinate subcontractor's certification of DVBE status.

CERTIFICATION

I, NORMAN T. R. HEATHORN certify that I am this firm's Chief Executive Officer. I am aware of Section 12560 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.



 Signature of Chief Executive Officer

MAY 2, 2012

 Date

**FORM 3 - Part A
 PRIME BIDDER GOOD FAITH EFFORT WORKSHEET SUMMARY**

This worksheet is to be used to assist the Prime Bidder in meeting DVBE participation goals.

BIDDER NAME HEATHORN & ASSOCIATES CONTRACTORS dba AMERICAN AIR	BUSINESS ADDRESS 820 ALADDIN AVE	CITY, STATE, ZIP SAN LEANDRO CA 94577
TELEPHONE NUMBER 510-351-7578	CONTACT PERSON REED HEATHORN	SCHOOL PROJECT NAME RETRO COMMISSIONING PROJECT

GENERAL INSTRUCTIONS

This worksheet is to be used to assist you in meeting the DVBE participation goals. If you do not meet the required contract dollar participation percentages of the DVBEs, then the focus of your good faith effort should be to obtain participation in the deficient category(s). You must document compliance on District Form 1 for the business enterprise participation category(s) not addressed on this worksheet. If the specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" you must include this form by the deadline specified on the Invitation for Bid.

PART I - CONTRACTS

Contact must be made with the following to identify DVBE contacts, advertising sources and/or bidders that may be solicited to participate in your contract.

AGENCY	TELEPHONE NO.	DATE CONTACTED	PERSON CONTACTED
1. School District	(510) 835-7603		Jake Sloan

PART II - ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least ten (10) days prior to bid/proposal opening. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person and phone number. Attach copies of advertisements.*

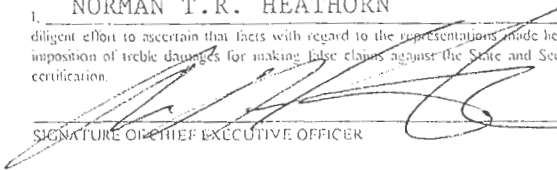
FOCUS/TRADE PAPER NAME	CHECK ONE		PAPER FOCUSES ON		DATE OF ADVERTISEMENT
	TRADE	FOCUS	FOCUS?		

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II and III of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION:

I, NORMAN T.R. HEATHORN certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et. Seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

MAY 2, 2012


SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

OUSD FORM 3: CONSTRUCTION GOOD FAITH EFFORTS
DVBE INFORMATION

Each bidder shall submit the following information as back up data for Form 3, pages 1 and 2, to demonstrate that he/she has made Good Faith Efforts to meet the DVBE goal. If the required DVBE bidder's participation goals are not met, and Form 3, pages 1 and 2 with compelling documentation detailing the Good Faith Effort is not submitted, the bid shall be deemed non-responsive and rejected. The documentation required below should include, but is not limited to, proof that:

- 1) The initial Invitations to Bid were provided to listed DVBE firms at least ten (10) calendar days prior to opening of the bid.
- 2) Request for sub-bids adequately specified the scope of work for which sub-bids were requested.
- 3) Documentation of the bidder's efforts to solicit response from the DVBE to whom invitations were extended must indicate performance of positive efforts. (I.e., one telephone call, unanswered, would not be considered adequate positive efforts). Bidders shall provide a statement of response (e.g. written communications, telephone logs, and faxes) to and from DVBE.

Even if bidders' DVBE Subcontractor Method of Compliance Form 1 indicates the DVBE goal will be met, bidders should submit the following information attached to page 1 and 2 of Form 3, to protect their eligibility for the contract. This is important because the submittal of only the DVBE Method of Compliance Form 1 may not provide sufficient qualified DVBE subcontractors or the bidder may not meet the DVBE goals after the submittal is analyzed with the award of alternates.

Please supply the following information:

- 1) The names and dates of all certified DVBE solicited by direct mail or fax for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DVBE were interested, attaching copies of letters and supporting documentation.
- 2) Items of work for which the bidder requested subcontract services supplied by DVBE, the information furnished to interested DVBE describing requirements for the work, and any breakdown of tasks into economically feasible units to facilitate DVBEs participation (only one subcontractor may be listed for a single trade such as plumbing). Where there are DVBEs available for doing portions of the work normally performed by the bidder with his/her own staff, the bidder will be expected to make portions of such work available for DVBEs. The attached form is a sample of documentation needed to support your Good Faith Effort.

OUSD FORM 3 - Part B

GOOD FAITH EFFORT WORKSHEET (Reproduce this page as needed)

PLEASE NOTE: DVBE INFORMATION IS COLLECTED FOR RECORD KEEPING PURPOSES ONLY

The names of DVBE solicited for any of the work indicated which were not accepted, a summary of the bidder's discussions and/or negotiations with them:

Name of Rejected DVBE: _____

Phone No.: _____ Contact Person: _____

Type of Work: _____

Summary of discussion and/or negotiations, including bid amount if quote was rejected. The fact that the DVBE, sub-bid was not the low bid is not automatic grounds for rejection. The bidder must show that the DVBE was unreasonably high. _____

Assistance that the bidder has extended to reject DVBEs to remedy the deficiency in their sub-bid. If bonding is used as a reason for not accepting a DVBE bid, a complete explanation must be provided to include names and phone numbers of bonding firms contacted by the prime contractor and/or other involved parties. _____

Any additional data to support a demonstration of Good Faith Effort, such as contacts with DVBE assistance agencies; minority and women community organizations; minority and women contractor groups; local, State or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority and women business enterprises, if any are available: _____



CERTIFICATE OF LIABILITY INSURANCE

AMER112

OF ID: ME

DATE (MM/DD/YYYY)

12/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 Dennis J Woodard	925-932-7823	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	925-932-0962															
		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Surplus Insurance Corp</td> <td>10725</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Ins. Co</td> <td>18058</td> </tr> <tr> <td>INSURER C: National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Surplus Insurance Corp	10725	INSURER B: Philadelphia Indemnity Ins. Co	18058	INSURER C: National Union Fire Ins. Co.	19445	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Liberty Surplus Insurance Corp	10725															
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INSURER C: National Union Fire Ins. Co.	19445															
INSURER D:																
INSURER E:																
INSURER F:																
INSURED: Heathorn & Associates Contractors, Inc. DBA American Air Conditioning, Plumbing and Heating 820 Aladdin Avenue San Leandro, CA 94577																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		100000031505	12/01/11	12/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK001004	12/01/11	12/01/12	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS: _____ OTHER: _____ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

Melanie Carlson

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CERTIFICATE OF LIABILITY INSURANCE

AMER12 OP ID: ME

DATE (MM/DD/YYYY)

09/30/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. C. Fischer & Co. P.O. Box 0101 Walnut Creek, CA 94596-8101 Dennis J Woodard	925-932-7823	CONTACT NAME:	
	925-932-0962	PHONE (A/C No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurance Company of the West	NAIC # 27847
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED: American Air Conditioning Co.
820 Aladdin Avenue
San Leandro, CA 94577

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WP-500687100	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATU-JOBY LIMITS <input type="checkbox"/> OTH-EB E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

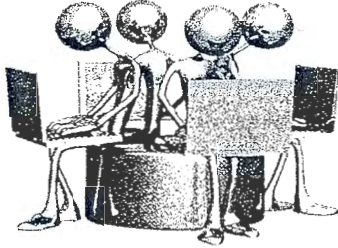
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 This Certificate of Insurance has been issued for informational purposes only and does not bind or obligate carriers named herein.

CERTIFICATE HOLDER	CANCELLATION
PROOF OF INSURANCE	SAMPL-1
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Melanie Carlson</i>

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OAKLAND UNIFIED SCHOOL DISTRICT

FAX SHEET



Facilities Planning & Management
955 High Street
Oakland, CA 94601
PH# (510) 535-7044
FAX# (510) 535-7040

TO: Phylliss

From: Juanita White

Fax: 510 351-8315

Pages: 2

Ph:

Date: 5/2/12

Re: Local Business Participation Form Worksheet

THANKS

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: HEATHORN & ASSOCIATES CONTRACTORS INC
 Project: RETRO COMMISSIONING PROJECT
 Project #: 07144
 Estimate:

Bid Opening Date: 5/2/12
 Time: 2 P.M.
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME:
Project:
Project #:
Estimate:

Bid Opening Date:
Time:
Project Mgr:
Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

Note: Please complete dollar amounts for sub and prime work; local business percentages; base bid

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



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

May 23, 2012

Mr. Reed Heathorn
American Air Conditioning, Plumbing & Heating
820 Aladdin Ave
San Leandro, CA. 94577

**Re: Oakland Unified School District
Retro Commissioning Project
Project No.07144
Notice of Intent to Award**

Dear Mr. Heathorn:

This letter shall serve as **Notice of Intent to Award** the Construction Contract pending approval by Tony Smith, Superintendent, of your contract with the Oakland Unified School District based on your bid submitted on May 2, 2012 in the amount of **\$ 245,300.00 total bid including contingency amount of \$16,200.00 will be \$261,500.00**

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

In order to issue your contract and Notice to Proceed, the following documents need to be submitted **within seven, (7) calendar days**, by **Date of Letter Plus 7 Days** to: **Richard Rogers**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

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

- e. Provide confirmation by **American Air Conditioning Plumbing & Heating** and by all of **American Air Conditioning Plumbing & Heating** to the OUSD Project Labor Agreement - (PLA), by return of the Letter of Assent , to *Davillier-Sloan, Inc.*

American Air Conditioning Plumbing & Heating will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

Contractor Name will also provide an original signed copy of their Letter of Assent to:

Richard Rogers, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland CA 94601

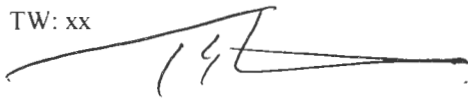
Time is of the essence for this project, so please expedite the delivery of the above listed documents. These documents must be received and a contract must be executed before a “**Notice to Proceed**” can be issued.

If you have any questions, please feel free to give **Richard Rogers**, the Project Manager, a call at (510) 535-7048 and/or their cell (510) 691-3119.

Very truly yours,

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

TW: xx



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



Interoffice Memo

Date: May 23, 2012
 To: Tadashi Nakadegawa, Director of Facilities
 From: Project Manager's Name
 Project Name: Retro Commissioning Project
 Project No.: 07144
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

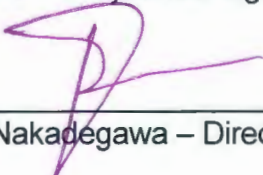
	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	American Air Conditioning	N/A	N/A
Base Bid Amount	\$245,300.00		
Contingency Allowance	\$16,200.00		
Total Bid Amount	\$261,500.00		

Local Business Enterprise Participation: 7.87%

OUSD/ SGI recommends the award of the bid to American Air Conditioning Plumbing & Heating for a total contract amount of \$ \$261,500.00.

CONSTRUCTION BUDGET: \$261,500.00 BID SAVINGS: \$14,095.00

RECOMMENDATION: Richard Rogers May 23, 2012
 Name of Project Manager Date

ACCEPTANCE:  5/24/12
 Tadashi Nakadegawa – Director of Facilities Date

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Heathorn & Associates Contractors
 Project: Castlemont, McClymonds, Oakland Tech Retro Commissioning
 Project #: 07144
 Estimate: \$162,000

Date: Wednesday, May 2, 2012
 Time: 2:00 PM
 Project Mgr: Richard Rogers
 Architect: KW Engineers

Based Bid		\$	245,300.00
Verified Local Business Participation	0.0%	\$	-
Based Bid W/ LBP Discount		\$	245,300.00

Please Note: Due to low local interest, the required 20% Local Business responsiveness is waived. The percentage stated is the LBU for which this project will be monitored.

	LBE	SLB	SLBR	COMMENTS:
Company: Heathorn & Associates Contractors Address: 820 Aladdin Avenue City/State: San Leandro, CA Phone: (510) 351-7578				
Company: Broadway Mechanical Address: 873 81st Street City/State: Oakland, CA Phone: (510) 746-4000	6.50%			1 2 3 4
Company: AEKO Consulting Address: 1939 Harrison Street City/State: Oakland, CA Phone: (510) 763-2356		1.37%		1 2 3 4
Company: Address: City/State: Oakland, CA Phone: (510)				1 2 3 4
TOTAL PARTICIPATION	6.50%	1.37%	0.0%	7.87%

APPROVAL- LBU Compliance Officer

AWARD OF BID CONTRACT ROUTING FORM



Project Information				
Project Name	Castlemont, Oakland Tech and McClymonds Retro Commissioning	Site	Various Sites	
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	American Air Conditioning, Plumbing and Heating	Agency's Contact	Reed Heathorn				
OUSD Vendor ID #	F000238	Title	Project Manager				
Street Address	820 Aladdin Avenue	City	San Leandro	State	CA	Zip	94577
Telephone	510-351-7578	Policy Expires	12-1-2012				
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 #	07144						

Term			
Date Work Will Begin	6-13-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-24-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$245,300.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	9189901891	6215	\$245,300.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-879-8389
			Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	5-30-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	5-30-12
3.	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	