




# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

Board Office Use: Legislative File Info.	
File ID Number	14-0996
Introduction Date	5-28-2014
Enactment Number	14-0919
Enactment Date	5/28/14

## Memo

**To** Board of Education

**From** Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations   
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** May 28, 2014

**Subject** Award of Bid - Ray's Electric - Whittier Portable Installation Phase II Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1123, Award of Bid and Construction Contract on behalf of the District for the Whittier Portable Installation Phase II Project to Ray's Electric, 411 Pendleton Way, Suite B, Oakland, CA 94621-2115 in the amount of \$154,800.00, 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: Ninety (90) days Calendar Days, commencing May 29, 2014, and ending on September 1, 2014.

**Background** Preparation for the Expansion of the site to K-8<sup>th</sup> grade.

**Local Business Participation Percentage** 70.80%

**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.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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. 1314-1123, Award of Bid and Construction Contract on behalf of the District for the Whittier Portable Installation Phase II Project to Ray's Electric, 411 Pendleton Way, Suite B, Oakland, CA 94621-2115 in the amount of \$154,800.00, 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: Ninety (90) days Calendar Days, commencing May 29, 2014, and ending on September 1, 2014.

## Fiscal Impact

County School Facilities Fund

## Attachments

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

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

**RESOLUTION NO. 1314-1123**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
WHITTIER PORTABLE INSTALLATION PHASE II PROJECT**

**WHEREAS the DISTRICT** has heretofore requested provide electrical, plumbing, data, clock, phone/speaker, intrusion and fire alarm installation to two (2) portables that will be placed on site this summer, and;

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

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Ray's Electric.	Oakland, CA	\$154,800.00
Wickman Builders	San Francisco, CA	\$210,000.00

and,

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

RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1314-1123

AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
WHITTIER PORTABLE INSTALLATION PHASE II PROJECT

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, RAY'S ELECTRIC, for the performance of the bid work, in the amount of ONE HUNDRED FIFTY-FOUR THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$154,800.00) 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 RAY'S ELECTRIC for the performance of bid work.

Passed by the following vote:

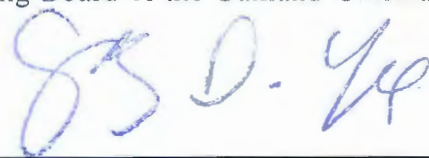
AYES: Jody London, Jumoke Hinton Hodge, Roseann Torres, Christopher Dobbins,  
Vice President James Harris, President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: Anne Washington

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 May 28, 2014.



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Dr. Gary Yee, Acting Superintendent and  
Secretary, Board of Education



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

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 2nd day of May, 2014, by and between the Oakland Unified School District ("District" or "Owner") and Ray's Electric ("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: Whittier Portable Installation Phase II Project

PROJECT NO.: 13119

RESOLUTION NUMBER: 1314-1123

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Ninety (90) 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 September 1, 2014.**

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

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A No. 68262T. Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.



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

One hundred thirty-nine thousand dollars and no cents

(\$139,000.00), (Base Contract Amount)

+

Fifteen thousand dollars and no cents

(\$15,000.00), (Contingency Allowance Amount)

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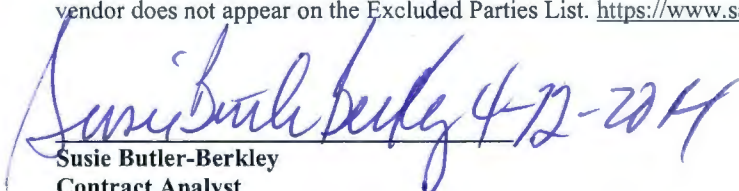
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One hundred fifty-four thousand, eight hundred dollars and no cents

(\$154,800.00), ("Contract Price")

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

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

  
Susie Butler-Berkley  
Contract Analyst



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

Dated: 5/29, 2014

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Print Name: David Kakashiba

Print Title: President, Board of Education

By: [Signature]

Print Name: Dr. Gary Yee, Acting Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Timothy E. White

Print Title: Associate Superintendent  
Facilities, Planning and Management

Dated: MAY 08,, 2014

RAY'S ELECTRIC CONTRACTOR

By: [Signature]

Print Name: GREG GRUENGL

Print Title: President

Approved as to Form:

By: [Signature] 5-15-14

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

ACTION BY INCORPORATOR OF  
GRUENDL, INC.  
A California Corporation

The undersigned, being the sole Incorporator named in the Articles of Incorporation of \_\_\_\_\_, a California corporation, does hereby adopt the following resolutions:

1. Adoption of Bylaws

RESOLVED, that the Bylaws bearing the heading "BYLAWS OF GRUENDL, INC.  
A CALIFORNIA CORPORATION" be and the same hereby are adopted as and for the Bylaws of the corporation.

RESOLVED FURTHER, that a copy of such Bylaws be inserted in the Book of Minutes of the corporation.

2. Election of Officers.

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation to hold the office or offices set forth opposite their respective names until the first meeting of the Board of Directors following the next annual meeting of shareholders of this corporation and until their respective successors are elected and qualified or until their earlier resignation or removal, and such officers shall serve at the pleasure of the Board of Directors of this corporation:

<u>NAME</u>	<u>OFFICE</u>
GREG GRUENDL	President and Chairman
RAYMOND GRUENDL	Vice President
CHARLOTTE GRUENDL	Secretary and Treasurer

3. Election of Directors

RESOLVED, that the following persons be and they hereby are elected Directors of this corporation, each to serve until the first annual meeting of the shareholders of the corporation and until his successor is elected and qualified or until his earlier resignation or removal or his office is declared vacant in the manner provided in the Bylaws of the corporation:

GREG GRUENDL, CHARLOTTE GRUENDL, RAYMOND GRUENDL

Dated: August 30, 1989

A handwritten signature in cursive script, appearing to read "Greg Gruendl", is written over a horizontal line.

Sole Incorporator



**Final premium**  
amount is based  
upon actual final  
contract price

**DOCUMENT 00 61 14****PERFORMANCE BOND (100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and Ray's Electric, ("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:

Whittier Portable Installation Phase II #13119 (Project Name)  
("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 DOLLARS

(\$ 154,800.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**

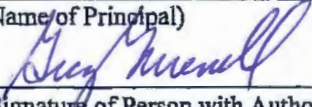
bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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

Philadelphia Indemnity Insurance Company  
251 S. Lake Ave., Suite 360, Pasadena, CA 91101  
Attention: Kenneth Huff  
Telephone No.: (626 ) 639 - 1324  
Fax No.: (626 ) 578 - 9225  
E-mail Address: kenneth.huff@phly.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 20 14.

**Principal**

Ray's Electric  
(Name of Principal)  
  
(Signature of Person with Authority)  
Greg Gruendl  
(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company  
(Name of Surety)  
  
(Signature of Person with Authority)  
Steven A. Swartz, Attorney-in-Fact  
(Print Name)  
South Coast Surety Insurance Services, Inc.  
(Name of California Agent of Surety)  
1100 Via Callejon, Ste. A, San Clemente, CA 92673  
(Address of California Agent of Surety)  
949-361-1692  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

PERFORMANCE BOND  
DOCUMENT 00 61 14-2



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On May 8, 2014 before me, Lorie Mandel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



Place Notary Seal Above

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

Lorie Mandel

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner** of the City of **San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8<sup>th</sup> day of MAY, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**DOCUMENT 00 61 15****PAYMENT BOND – Contractor's Labor & Material Bond (100% of Contract Price)****(Note: Bidders must use this form, NOT a surety company form.)****KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, (or "District") and Ray's Electric ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Whittier Portable Installation Phase II #13119

(Project Name)

("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 DOLLARS

(\$154,800.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Greenleaf at Whittier Elementary School**  
**Portables Installation Phase II**  
**Project No. 13119**  
**March 26, 2014**

**PAYMENT BOND**  
**DOCUMENT 00 61 15-1**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 20 14.

**Principal**

Ray's Electric

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Steven A. Swartz, Attorney-in-Fact

(Print Name)

South Coast Surety Insurance Services, Inc.

(Name of California Agent of Surety)

1100 Via Callejon, Ste. A, San Clemente, CA 92673

(Address of California Agent of Surety)

949-361-1692

(Telephone Number of California Agent of Surety)

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

**END OF DOCUMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Greenleaf at Whittier Elementary School**  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PAYMENT BOND**  
**DOCUMENT 00 61 15-2**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

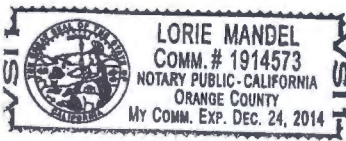
On May 8, 2014 before me, Lorie Mandel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Payment Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner of the City of San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

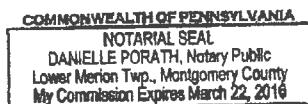
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8<sup>th</sup> day of MAY, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**DOCUMENT 00 61 14****PERFORMANCE BOND (100% of Contract Price)**

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

**Final premium  
amount is based  
upon actual final  
contract price****KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and Ray's Electric ("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:

Whittier Portable Installation Phase II #13119 (Project Name)  
("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 \_\_\_\_\_ DOLLARS

(\$ 154,800.00 ), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**



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

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

Philadelphia Indemnity Insurance Company  
251 S. Lake Ave., Suite 360, Pasadena, CA 91101  
Attention: Kenneth Huff  
Telephone No.: (626 ) 639 - 1324  
Fax No.: (626 ) 578 - 9225  
E-mail Address: kenneth.huff@phly.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 20 14.

**Principal**

Ray's Electric

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Steven A. Swartz, Attorney-in-Fact

(Print Name)

South Coast Surety Insurance Services, Inc.

(Name of California Agent of Surety)

1100 Via Callejon, Ste. A, San Clemente, CA 92673

(Address of California Agent of Surety)

949-361-1692

(Telephone Number of California Agent of Surety)

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

**END OF DOCUMENT**

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PERFORMANCE BOND  
DOCUMENT 00 61 14-2**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On May 8, 2014 before me, Lorie Mandel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner** of the City of **San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

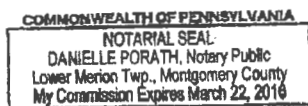
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8<sup>th</sup> day of MAY, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**DOCUMENT 00 61 15****PAYMENT BOND – Contractor's Labor & Material Bond (100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Ray's Electric, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Whittier Portable Installation Phase II #13119

(Project Name)

("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 \_\_\_\_\_ DOLLARS

(\$ 154,800.00 ), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

PAYMENT BOND  
DOCUMENT 00 61 15-1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 2014.

**Principal**

Ray's Electric

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Steven A. Swartz, Attorney-in-Fact

(Print Name)

South Coast Surety Insurance Services, Inc.

(Name of California Agent of Surety)

1100 Via Callejon, Ste. A, San Clemente, CA 92673

(Address of California Agent of Surety)

949-361-1692

(Telephone Number of California Agent of Surety)

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

**END OF DOCUMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Greenleaf at Whittier Elementary School**  
**Portables Installation Phase II**  
**Project No. 13119**  
**March 26, 2014**

**PAYMENT BOND**  
**DOCUMENT 00 61 15-2**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On May 8, 2014 before me, Lorie Mandel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Payment Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner of the City of San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

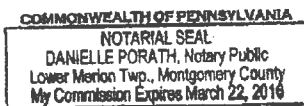
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8<sup>th</sup> day of May, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Final premium**  
amount is based  
upon actual final  
contract price

**DOCUMENT 00 61 14****PERFORMANCE BOND (100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and Ray's Electric ("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:

Whittier Portable Installation Phase II #13119 (Project Name)  
("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 Philadelphia Indemnity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 DOLLARS

(\$ 154,800.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**

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

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

Philadelphia Indemnity Insurance Company

251 S. Lake Ave., Suite 360, Pasadena, CA 91101

Attention: Kenneth Huff

Telephone No.: (626 ) 639 - 1324

Fax No.: (626 ) 578 - 9225

E-mail Address: kenneth.huff@phly.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 20 14.

**Principal**

Ray's Electric

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Steven A. Swartz, Attorney-in-Fact

(Print Name)

South Coast Surety Insurance Services, Inc.

(Name of California Agent of Surety)

1100 Via Callejon, Ste. A, San Clemente, CA 92673

(Address of California Agent of Surety)

949-361-1692

(Telephone Number of California Agent of Surety)

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

**END OF DOCUMENT**

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

**PERFORMANCE BOND  
DOCUMENT 00 61 14-2**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On May 8, 2014 before me, Lorie Mandel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner** of the City of **San Clemente, State of California** its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

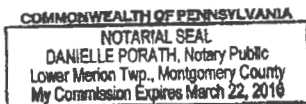
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8<sup>th</sup> day of MAY, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



DOCUMENT 00 61 15PAYMENT BOND – Contractor's Labor & Material Bond (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Ray's Electric, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Whittier Portable Installation Phase II #13119

(Project Name)

("Project" or "Contract")

which Contract dated Per Letter of Intent Date April 30, 20 14, 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 division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

One Hundred Fifty-Four Thousand Eight Hundred and 00/100 DOLLARS

(\$ 154,800.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Greenleaf at Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

PAYMENT BOND  
DOCUMENT 00 61 15-1



IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of May, 20 14.

**Principal**

Ray's Electric

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

**Surety**

Philadelphia Indemnity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Steven A. Swartz, Attorney-in-Fact

(Print Name)

South Coast Surety Insurance Services, Inc.

(Name of California Agent of Surety)

1100 Via Callejon, Ste. A, San Clemente, CA 92673

(Address of California Agent of Surety)

949-361-1692

(Telephone Number of California Agent of Surety)

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

**END OF DOCUMENT**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Greenleaf at Whittier Elementary School**  
**Portables Installation Phase II**  
**Project No. 13119**  
**March 26, 2014**

**PAYMENT BOND**  
**DOCUMENT 00 61 15-2**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On May 8, 2014

Date

before me, Lorie Mandel, Notary Public

Here Insert Name and Title of the Officer

personally appeared Steven A. Swartz

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Payment Bond #CE11510700305 "Executed in Triplicate"

Document Date: May 8, 2014

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven A. Swartz

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
Philadelphia Indemnity Insurance  
Company

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Cathcart, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, Michael Herranen and Thomas C. Buckner** of the City of San Clemente, State of California its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

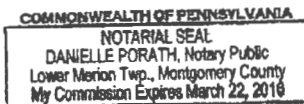
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

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(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of MAY, 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**





## Interoffice Memo

Date: April 30, 2014  
To: Tadashi Nakadegawa, Director of Facilities  
From: Kenya Chatman  
Project Name: Whittier Portable Installation Phase II  
Project No.: 13119  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

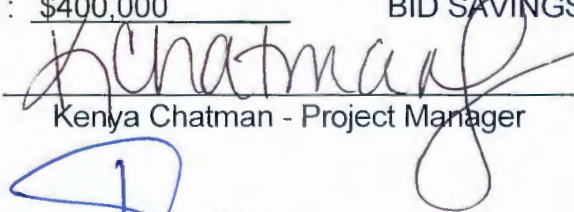
### BID TALLY

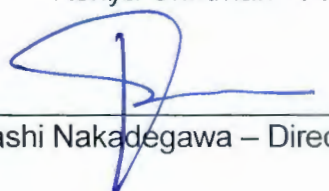
	Responsive Low Bid	2 <sup>nd</sup> Bidder	Non-Responsive
Contractor	Ray's Electric	Wickman Builders	Greentech Industry, Inc.
Base Bid Amount	139,000	195,000	
Contingency Allowance	15,000	15,000	
Total Bid Amount	154,800	210,000	

Local Business Enterprise Participation: 71%

SGL/USD recommends the award of the bid to **Ray's Electric**, for a total contract amount of \$ **154,800.00**.

CONSTRUCTION BUDGET: \$400,000 BID SAVINGS: -\$245,200

RECOMMENDATION:  4/30/14  
Kenya Chatman - Project Manager Date

ACCEPTANCE:  5/1/14  
Tadashi Nakadegawa - Director of Facilities Date

DOCUMENT 00 41 13  
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: RAY'S ELECTRIC  
(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 of Bid No. 13119.

PROJECT: Whittier Elementary School Portables Installation Phase II

("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>139,800.00</u>
Contingency Allowance Amount:	\$ <u>15,000.00</u>
Total Bid Amount:	\$ <u>154,800.00</u>

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Whittier Elementary School  
Portables Installation Phase II  
Project No. 13119  
March 26, 2014

BID FORM  
DOCUMENT 00 41 13-1

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 APPLICABLE.**

2. Contingency Allowance(s). The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
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
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:



Descriptions of alternatives are primarily scope definitions and do not necessarily include 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 APPLICABLE.**

2. Contingency Allowance(s). The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
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
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>4/4/14</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/18/14</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

10. **License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - 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.
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. 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.
15. 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.

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 23<sup>rd</sup> day of APRIL 2014

Name of Bidder RAY'S ELECTRIC

Type of Organization CORPORATION

Signed by [Signature]

Title of Signer President

Address of Bidder 411 Pendleton Way, Oakland CA 94621

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number 510 - 577-7706

Fax Number 510 - 577-7706

E-mail greg@rayselectric.net Web page \_\_\_\_\_

Contractor's License No(s): No.: 68272T Class: A, C16 Expiration Date: 12/31/2015

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Gruendl Inc dba Ray's Electric

President: Greg Gruendl

Secretary: STUART GRUENDL

Treasurer: STUART GRUENDL

Manager: CARLOS FRANCO

END OF DOCUMENT



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 23<sup>rd</sup> day of APRIL 2014

Name of Bidder RAY'S ELECTRIC

Type of Organization CORPORATION

Signed by [Signature]

Title of Signer President

Address of Bidder 411 Pendleton Way, Oakland CA 94621

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number 510 - 577-7706

Fax Number 510 - 577-7706

E-mail grog@rayselectric.net Web page \_\_\_\_\_

Contractor's License No(s): No.: 68272T Class: A, C16 Expiration Date: 12/31/2015

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Gruendl Inc dba Ray's Electric

President: Grog Gruendl

Secretary: STUART GRUENDL

Treasurer: STUART GRUENDL

Manager: CARLOS FRANCO

END OF DOCUMENT

## *Small Local Business Enterprise*

Presented to:

**GRUENDL, INC. DBA RAY'S ELECTRIC**

Services Provided:

A — General Engineering Contractor<sup>1</sup>  
C-10 — Electrical Contractor  
HIC — Home Improvement Certificate

4281

Certification Number

31-Mar-16

Expiration Date

Shelley Darensburg

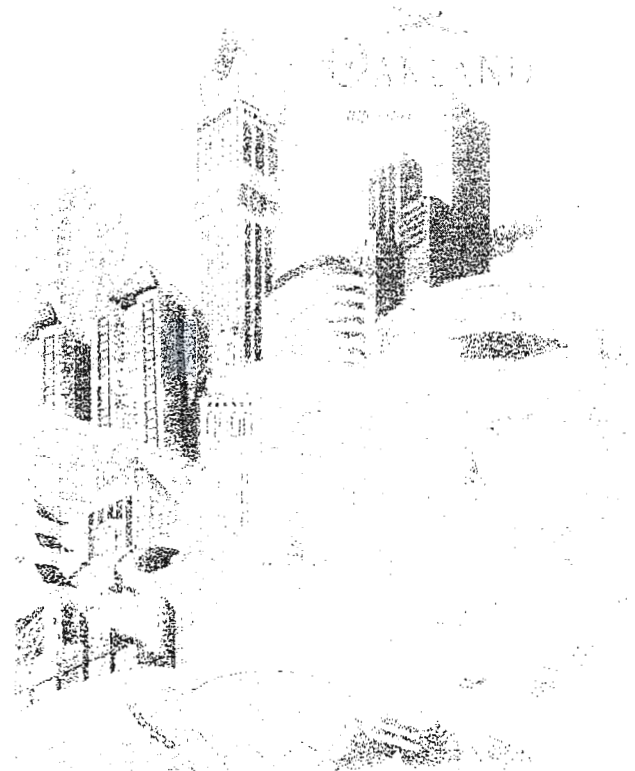
Shelley Darensburg,  
Senior Contract Compliance Officer

02-25-14

Date



CITY OF OAKLAND



# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: *RAY'S Electric*  
 Project: *WHITTIER E.S. Portable Installation*  
 Project #: *13119*  
 Estimate: *\$ 139,800.00*

Bid Opening Date: *April 23, 2014*  
 Time: *2:00 PM*  
 Project Mgr: *Kenya Chabmon*  
 Architect: *Gelland Partners*

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company:</b> <i>RAY'S Electric</i> Address: <i>411 Pendleton Way</i> City/State: <i>Oakland CA 94621</i> Phone: <i>908-577-7700</i>	<i>\$ 86,200-</i>			<i>61.65%</i>	<i>4281</i>
<b>Company:</b> <i>North American Fence</i> Address: <i>51523rd Ave.</i> City/State: <i>Oakland Ca. 94606</i> Phone: <i>510-436-0755</i>	<i>\$ 12,980-</i>		<i>9.25%</i>		<i>5389</i>
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	<i>\$0.00</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0% 70.85%</i>

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

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: *Phy's Electric*

Project: *Whittier E-S. Portable Installation Phase-2*

Project #: *13119*

Estimate: *\$ 139,800.00*

Bid Opening Date: *April 23, 2014*

Time: *2:00 PM*

Project Mgr: *Kenya Chatman*

Architect: *Gelland Partners*

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<i>None - Due to small volume of work opt + we can do it by ourself.</i>					
<b>TRUCKING</b> Address: <i>None</i> City/State: Phone:	\$				<i>None</i>
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	0.0% <i>0</i>

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

APPROVAL- LBU Compliance Officer

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

RAY'S ELECTRIC  
411 PENDLETON WAY  
OAKLAND, CA. 94621  
510-577-7700  
FAX 510-577-7706  
CA. LIC. #682725, A, C10

April 24, 2014

OAKLAND UNIFIED SCHOOL DISTRICT  
955 High Street  
Oakland, Ca. 94601

Attention: Kenya Chatman

Project: Whittier E. S. Portables Installation Phase 2

Hi Kenya,

We are please to submit the additional documents for the above subject project.

1. Local Business Participation
2. DVBE Good Faith Effort
3. Debarment and Suspension Certification Form
4. Schedule Z Suspension

If you have any question or comments, please contact our office.

Respectively Yours,

  
Manny Hernandez

2014 APR 24 A 11:00

FACILITIES PLANNING  
AND MANAGEMENT

# E

Supplemental



OAKLAND UNI  
SCHOOL DIST

## DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBI Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operation and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

RAY'S Electric

Company Name

MANNY HERNANDEZ

Name (Print)

Estimator

Title

[Signature]

Authorized Signature

4/23/2014

Date

FACILITIES PLANNING  
AND MANAGEMENT

2014 APR 24 A 11:00



DOCUMENT 00 41 13-1  
(FORMERLY DOCUMENT 00 41 13-1)

BID FORM

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

From: RAY'S ELECTRIC  
(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 of Bid No. 13119.

PROJECT: Whittier Elementary School Portables Installation Phase II

("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>139,800.00</u>
Contingency Allowance Amount:	\$ <u>15,000.00</u>
Total Bid Amount:	\$ <u>154,800.00</u>

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

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 23<sup>rd</sup> day of April 20 14

Name of Bidder Wickman Development And Construction

Type of Organization S-Corp

Signed by [Signature]

Title of Signer President

Address of Bidder 319 Rutledge Street, San Francisco CA 94110

Taxpayer's Identification No. of Bidder 80-0799466

Telephone Number 415-215-3473

Fax Number 415-341-0155

E-mail jdwickman@gmail.com Web page www.wickmandevelopment.com

Contractor's License No(s): No.: 970768 Class: A+B Expiration Date: 08/31/2014

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Wickman Development And Construction

President: Jonathan Wickman

Secretary: Jonathan Wickman

Treasurer: Jonathan Wickman

Manager: Jonathan Wickman

END OF DOCUMENT

No. <u>1</u> , Dated <u>4/11/14</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/18/14</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. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - 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.
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. 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.
  15. 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.



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 APPLICABLE.**

2. **Contingency Allowance(s).** The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
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
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: Wickman Development And Construction  
(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 of Bid No. 13119.

PROJECT: Whittier Elementary School - Portables Installation Phase II

("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>195,000</u>
Contingency Allowance Amount:	\$ <u>15,000</u>
Total Bid Amount:	\$ <u>210,000</u>

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

# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Date:  
Time:  
Project Mgr:  
Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: <i>Garin Tech Industries</i> Address: <i>1601 San Pablo Avenue</i> City/State: <i>Oakland, Ca</i> Phone: <i>(510) 912-1100</i>	\$ 30,000				
Company: <i>Scamley Engineers</i> Address: <i>1957 S.O.S. Drive</i> City/State: <i>Walnut Creek, Ca</i> Phone: <i>(510) 760-0100</i>	\$ 70,850		53.21%		
Company: <i>North American Fence</i> Address: <i>915 23rd Avenue</i> City/State: <i>Oakland, Ca</i> Phone: <i>(510) 455-0155</i>	\$ 12,000		9%		5389
Company: <i>Go Green Demolition</i> Address: <i>7628 Rindsdale Blvd</i> City/State: <i>Oakland, Ca</i> Phone: <i>(510) 776-0557</i>	\$ 15,650		12%		TBD
Company: <i>A.M./P.M. Plumbing</i> Address: <i>3090 Huerfano Dr</i> City/State: <i>Concord, Ca 94521</i> Phone: <i>(510) 455-1886</i>	\$ 4,500		3.5%		TBD
<b>TOTAL PARTICIPATION</b>	\$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



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 4-23-14 day of April 20 14

Name of Bidder Green Tech Industry Inc.

Type of Organization General Contractor - C. Corporation

Signed by Mr. [Signature]

Title of Signer Director

Address of Bidder 2601 San Pablo Ave, Oakland Ca.

Taxpayer's Identification No. of Bidder 27-1910949

Telephone Number (510) 922-1100

Fax Number (510) 922-2898

E-mail nichj@greentechindustry.net Web page www.greentechindustry.net

Contractor's License No(s): No. 951220 Class: B Expiration Date: 8/31/2014

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Green Tech Industry Inc.

President: Radoslaw Raklev

Secretary: Radoslaw Raklev

Treasurer: Todor Alexiev

Manager: Kris Jevic

END OF DOCUMENT

No. <u>1</u> , Dated <u>04-11-2014</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>04-18-2014</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. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - 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.
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. 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.
  15. 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.

Descriptions of elements 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 APPLICABLE.

2. Contingency Allowance(s). The Bidder's Base Bid shall **NOT** include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.
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
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:



**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: GREEN TECH INDUSTRY INC.  
(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 of Bid No. 13119.

PROJECT: NEW PORTABLE Classrooms Greenleaf at Whittier Elementary School

("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>133,000</u>
Contingency Allowance Amount:	\$ <u>15,000</u>
Total Bid Amount:	\$ <u>148,000</u>

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

Unit Price(s). The Bidder shall include in the bid the unit price(s) for the work to be performed by the District may, to its discretion, add to the unit price(s) for the work to be performed by the District.

**NOT APPLICABLE**

3. Contingency Allowance(s). The Bidder's bid shall NOT include the Contingency Allowance in Contract Document 00 42 00. The District will add any Contingency Allowance amount to the successful bidder's Contract, at the District's discretion.

7. 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
  - Iran Contracting Act Certification
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>4/4/14</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>4/18/14</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. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - 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.
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. 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.
15. 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.



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 23<sup>rd</sup> day of APRIL 2014

Name of Bidder RAY'S ELECTRIC

Type of Organization CORPORATION

Signed by [Signature]

Title of Signer President

Address of Bidder 411 Rendleton Way, Oakland CA 94621

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number 510 - 577-7706

Fax Number 510 - 577-7706

E-mail greg@rayselectric.net Web page \_\_\_\_\_

Contractor's License No(s): No.: 68272T Class: A, C16 Expiration Date: 12/31/2015

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Gruendl Inc dba Ray's Electric

President: Greg Gruendl

Secretary: STUART GRUENDL

Treasurer: STUART GRUENDL

Manager: CARLOS FRANCO

END OF DOCUMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2014

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).

<b>PRODUCER</b> Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 P.O. Box 127 San Leandro CA 94577	<b>CONTACT NAME:</b> Ruth Ferreira	
	<b>PHONE (A/C No. Ext):</b> (510) 895-4800	<b>FAX (A/C No.):</b> (510) 895-3995
<b>INSURED</b> Gruendl Inc., DBA: Ray's Electric 411 Pendleton Way Oakland CA 94621	<b>E-MAIL ADDRESS:</b> ruth@smdinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co of CT	
	<b>INSURER B:</b> Travelers Property Casualty Co	
	<b>INSURER C:</b> Golden Eagle Insurance Corp.	
	<b>INSURER D:</b> SCIF	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2013-14 A11

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			DTC06402N106TIL13	6/11/2013	6/11/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<b>D PD DED \$5000.</b>						PERSONAL & ADV INJURY	\$ 1,000,000
	<b>&amp; Prem/Ops</b>						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	<b>AUTOMOBILE LIABILITY</b>			DT8106402N106TCT13	6/11/2013	6/11/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<b>D PD DED \$1000.</b>							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		DTSMCUP7B312695TIL13	6/11/2013	6/11/2014	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<b>DED</b>	<b>RETENTION \$</b> 10,000						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			908387214	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	E.L. EACH ACCIDENT				\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEES				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
C	<b>Equipment Leased/rented</b>			CBP8950422	6-11-2013	6-11-2014	Limit: \$50,000.	Ded \$5,000.
	<b>Installation Floater</b>			CBP8950422	6-11-2013	6-11-2014	Limit: \$10,000.	Ded \$1,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Whittier ES Portables Installation Phase 2, Project #13119. Additional insured: C052460805. Applies: Oakland Unified School District, Gelfand Partners, SGI, their agents, representatives and employees. 30 days notice of cancellation except 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

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

Ruth Ferreira/RAF1



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:



## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

## AWARD OF BID CONTRACT ROUTING FORM

Project Information			
<b>Project Name</b>	Whittier Portable Installation Phase II	<b>Site</b>	163
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	Ray's Electric	Agency's Contact	Greg Gruendl				
OUSD Vendor ID #	V054251	Title	Contractor				
Street Address	411 Pendleton Way, Suite B	City	Oakland	State	CA	Zip	94621
Telephone	510-577-7700	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13119						

Term			
Date Work Will Begin	5-29-2014	Date Work Will End By (not more than 5 years from start date)	9-1-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$154,800.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1639003891	6274	\$154,800.00

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.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Director, Facilities</b>			
	Signature	Date Approved	5/12/14	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature	Date Approved	5.15.14	
	<b>Associate Superintendent, Facilities Planning and Management</b>			
3.	Signature	Date Approved		
	<b>Deputy Superintendent, Business Operations</b>			
4.	Signature	Date Approved	5/19/14	
	<b>President, Board of Education</b>			
5.	Signature	Date Approved		