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Enactment Date	6/11/14

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 *VH*
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date June 11, 2014

Subject Award of Bid - Dan Electric - Lafayette Elementary School Fire Alarm Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1121, Award of Bid and Construction Contract on behalf of the District for the Lafayette Elementary School Fire Alarm Project to Dan Electric, 2990 Teagarden Street, San Leandro, CA 94577 in the amount of \$513,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Seventy (70) days Calendar Days, commencing June 11, 2014, and ending on August 29, 2014.

Background Bring Fire and Intrusion Alarm systems up to current district standards.

Local Business Participation Percentage 55.90%

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



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

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-1121, Award of Bid and Construction Contract on behalf of the District for the Lafayette Elementary School Fire Alarm Project to Dan Electric, 2990 Teagarden Street, San Leandro, CA 94577 in the amount of \$513,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Seventy (70) days Calendar Days, commencing June 11, 2014, and ending on August 29, 2014.

Fiscal Impact

General Obligation Bond Measure B

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. 1314-1121

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
LAFAYETTE ELEMENTARY SCHOOL FIRE ALARM PROJECT**

WHEREAS the DISTRICT has heretofore requested bids replace existing fire alarm and intrusion alarm system and install a new state of the art (Simplex 4100U) fire alarm system and a new (Bosch 9412GV4) intrusion alarm system. Provide all equipment, conduit, wiring, audible/visual, heat detectors, connections and programming, as required for completion in spaces above ceiling and a single manual fire alarm box in a normally occupied location. Remove all existing unused wiring/raceway, conduit, for both systems, and;

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

Contractor:	Location	Bid Amount
Dan Electric.	San Leandro, CA	\$513,000.00
Gamma Builders	Oakland, CA	\$801,100.00

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
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RESOLUTION NO. 1314-1121

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
LAFAYETTE ELEMENTARY SCHOOL FIRE ALARM PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **DAN ELECTRIC** , for the performance of the bid work, in the amount of **FIVE HUNDRED THIRTEEN THOUSAND DOLLARS AND NO CENTS (\$513,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **DAN ELECTRIC** for the performance of bid work.

Passed by the following vote:


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

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 11, 2014.



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 Dan 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: **Lafayette Elementary School Fire Alarm Project**

PROJECT NO.: **07122**

RESOLUTION NUMBER: **1314-1121**

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 **Seventy (70)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule

showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by August 29, 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: Fifteen hundred dollars and no cents (\$1,500.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A & B No. 786781. 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:

Four hundred sixty-nine thousand dollars and no cents

(\$469,000.00), (Base Contract Amount)

+ Forty-four thousand dollars

(\$44,000.00), (Contingency Allowance Amount)

= Five hundred thirteen thousand dollars and no cents


(\$513,000.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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



Susie Butler-Berkley
Contract Analyst

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

Dated: 6/12/14 2014

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Print Name: David Kakashiba

Print Title: President, Board of Education

By: 

Print Name: Dr. Gary Yee, Acting Superintendent

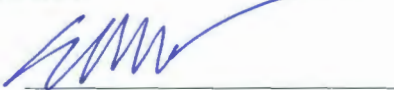
Print Title: Secretary, Board of Education

By: 

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Catherine Boskoff


Print Title: Special Facilities Counsel

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

END OF DOCUMENT

Dated: 5-19- 2014

DAN ELECTRIC CONTRACTOR

By: 

Print Name: RAYO MICHONICK

Print Title: OWNER

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:

American Contractors Indemnity Company
601 South Figueroa Street, Suite 1600
Los Angeles, CA 90027

Attention: Claims Department

Telephone No.: (800) 486 - 6695

Fax No.: () -

E-mail Address:

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 15th day of May, 2014.

Principal

Dan Electric
(Name of Principal)

(Signature of Person with Authority)

Rayo Michovich, Owner
(Print Name)

Surety

American Contractors Indemnity Company
(Name of Surety)


(Signature of Person with Authority)

Nhung H. Saephan, Attorney-in-Fact
(Print Name)

(Name of California Agent of Surety)
601 South Figueroa Street, Suite 1600
Los Angeles, CA 90027

(Address of California Agent of Surety)
800-486-6695

(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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

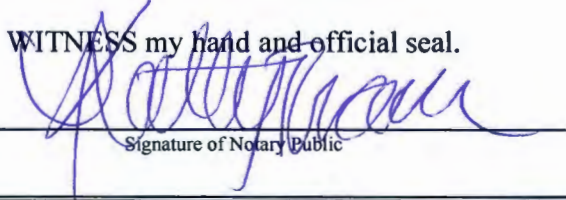
05/15/2014

On _____ before me, KATY TRAVIS, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared NHUNG H. SAEPHAN

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

BOND PREMIUM BASED ON FINAL CONTRACT PRICE
Issued in Duplicate

BOND# 1000910195
Premium \$13,524.00-*

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 _____
Dan Electric _____, ("Principal") have entered into a contract for the furnishing of all materials and
labor, services and transportation, necessary, convenient, and proper to

Lafayette Elementary School - Fire Alarm Replacement _____ (Project Name)
("Project" or "Contract")

which Contract dated May 2 _____, 2014, 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 American Contractors Indemnity Company, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Five Hundred Thirteen Thousand and 00/100-* _____ DOLLARS

(\$ 513,000.00-* _____), lawful money of the United States, being a sum not less than the total amount
payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,
companies, and corporations entitled to file claims under sections 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
Lafayette Elementary School
Fire Alarm Replacement
Project No. 07122
March 18, 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 15th day of May, 2014.

Principal

Dan Electric
(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

American Contractors Indemnity Company
(Name of Surety)


(Signature of Person with Authority)

Nhung H. Saephan, Attorney-in-Fact
(Print Name)

(Name of California Agent of Surety)
601 South Figueroa Street, Suite 1600
Los Angeles, CA 90017
(Address of California Agent of Surety)

800-486-6695
(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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 05/15/2014

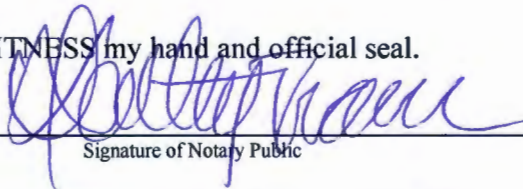
before me, KATY TRAVIS, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared NHUNG H. SAEPHAN

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

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

WITNESS my hand and official seal.


Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

POWER OF ATTORNEY

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

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

**Eric J. Fedors, Sheryl Smith, Elizabeth A. Juarez, Nhung H. Saephan, Katy Travis, Vicky Troyan,
or Daren Eiseman of Sacramento, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

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

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

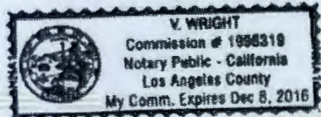
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature [Signature] (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15TH day of MAY, 2014.

Corporate Seals

Bond No. 1000910195
Agency No. 9010



[Signature]
Jeannie Lee, Assistant Secretary

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Dan Electric
 Project: Lafayette ES Fire Alarm Replacement
 Project #: 07122
 Estimate: \$ 440,000

Date: Wednesday, April 9, 2014
 Time: 2:00 pm
 Project Mgr: Keith Hoard
 Architect: AON

Based Bid \$ 469,000.00
 Verified Local Business Participation 2.0% \$ 9,380.00
 Based Bid W/ LBP Discount \$ 459,620.00

	LBE	SLB	SLBR	COMMENTS:
Company: Dan Electric Address: 2990 Teagarden Street City/State: San Leandro, CA Phone: (510) 351-7100				1 2 3 4
Company: Digital Design Communications Address: 8135 Capwell Drice City/State: Oakland, CA Phone: (510) 632-0650		49.87%		1 2 3 4
Company: Summerhill Electric Address: 5230 E. 12th Street City/State:Oakland, CA Phone:(510)			6.1%	1 2 3 4
Company: Emperor Supply Inc. Address: 119 10th Street City/State:Oakland, CA Phone:(510) 832-8880	0.00%			1 Not Certified with the City of Oakland 2 3 4

TOTAL PARTICIPATION	0.0%	49.87%	6.1%	56.0%
----------------------------	-------------	---------------	-------------	--------------

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Dan 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. 07122.

PROJECT: Lafayette Elementary School Fire Alarm Replacement

("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>469,000</u>
Contingency Allowance Amount:	\$ <u>44,000</u>
Total Bid Amount:	\$ <u>513,000</u>

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

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:

No. <u>1</u> , Dated <u>April 1, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	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 9th day of April 20 14.

Name of Bidder Dan Electric

Type of Organization sole proprietorship

Signed by [Signature]

Title of Signer Owner

Address of Bidder 2990 Teagarden St. San Leandro, CA 94577

Taxpayer's Identification No. of Bidder 94-3385682

Telephone Number 510 351 7100

Fax Number 510 351 3200

E-mail danelectric@comcast.net Web page _____

Contractor's License No(s): No.: 786781 Class: A; B; C-10 Expiration Date: 10-31-2014

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Dan Electric
 Project: Lafayette Es. Fire Alarm Replacement
 Project #: 07122
 Estimate:

Bid Opening Date: 4/9
 Time: 2 pm
 Project Mgr: Keith Hoard
 Architect: AON

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$469,000					
Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid					
PRIME Company: DAN ELECTRIC Address: 2990 Teagarden St. City/State: San Leandro CA 94577 Phone: 510 351 7100	\$				
Company: DIGITAL DESIGN Address: 8135 Capwell Dr. City/State: Oakland CA 94621 Phone: 510 632 0650	\$238,880		✓		6006
Company: SUMMERHILL ELECTRIC Address: 5230 E 12th St. City/State: Oakland CA 94601 Phone: 510 536	\$28,800		✓		3657
Company: EMPEROR SUPPLY INC. Address: 117 10th St. City/State: Oakland CA 94607 Phone: 510 852 8880	\$20,800	✓			1763
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

City Administrator's Office, Contracts and Compliance Division



Presented to:

DIGITAL DESIGN COMMUNICATIONS

Services Provided:

238210 Electrical Contractors

6006

30-May-14

Certification Number

Expiration Date

Shelley Darenburg

03-07-13

Shelley Darenburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Gamma Builders, 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. 07122

PROJECT: Lafayette E.S Fire Alarm Replacement

("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>757,100</u>
Contingency Allowance Amount:	\$ <u>44,000</u>
Total Bid Amount:	\$ <u>801,100 801,100</u>

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

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:

No. <u>1</u> , Dated <u>April 1, 2014</u>	No. _____, Dated _____
No. _____, Dated _____	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 9th day of April 20 14
Name of Bidder Gamma Builders, Inc.
Type of Organization Corporation
Signed by [Signature] Yael Levanon
Title of Signer President
Address of Bidder 2967 Michelson Drive #6-710 Irvine, CA 92612
Taxpayer's Identification No. of Bidder 20-3817153
Telephone Number 949 525-8835
Fax Number 949 271-4655
E-mail yael@gammabuilders.com Web page _____

Contractor's License No(s):
No.: 871110 Class: C-10 Expiration Date: 01/31/2016
No.: 871110 Class: A, B, C-16 Expiration Date: 01/31/2016
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Gamma Builders, Inc.
President: Yael Levanon
Secretary: Yael Levanon
Treasurer: Yael Levanon
Manager: Yael Levanon

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Gamma Builders, Inc*
 Project: *Lafayette E.S. Fire Alarm*
 Project #: *07122*
 Estimate:

Bid Opening Date: *04/09/2014*
 Time: *2 P.M.*
 Project Mgr:
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
<i>757,100</i>					
PRIME Company: <i>Digital Design</i> Address: <i>5135 Cupwell Dr - Communications</i> City/State: <i>Oakland, CA</i> Phone: <i>510 632 0650</i>	<i>382,530</i>		<i>100%</i>		<i>6006</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

100%

100%

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



Interoffice Memo

Date: April 28, 2013
 To: Tadashi Nakadegawa, Director of Facilities
 From: David Haddad
 Project Name: Fire and Intrusion Alarm Replacement Project – Lafayette ES
 Project No.: 07122
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

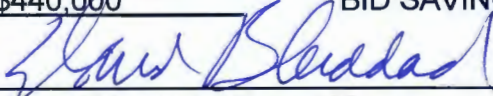
BID TALLY

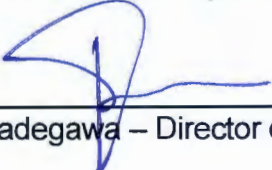
	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	Dan Electric	Gamma Builders	
Base Bid Amount	469,000	757,100	
Contingency Allowance	44,000	44,000	
Total Bid Amount	513,000	801,100	

Local Business Enterprise Participation: 55.9%

SGI/OUSD recommends the award of the bid to **Dan Electric**, for a total contract amount of **\$ 513,000.00**

CONSTRUCTION BUDGET: \$440,000 BID SAVINGS: -\$73,000

RECOMMENDATION:  4/28/2014
 David Haddad - Project Manager Date

ACCEPTANCE:  4/28/14
 Tadashi Nakadegawa – Director of Facilities Date

NOTICE OF INTENT TO AWARD

Dated: **April 28, 2014**

To: **Dan Electric**

(Contractor)

To: **2990 Teagarden St, San Leandro, CA 94577**

(Address)

From: Oakland Unified School District ("District" or "Owner")

PROJECT: **Lafayette Elementary School Fire and Intrusion Alarm Replacement, OUSD #07122** (Project Name, OUSD Project No.)(“Project” or “Contract”).

This letter is to confirm that the Oakland Unified School District staff is recommending that the District’s Governing Board accept **Dan Electric’s** bid for the **construction** work on the above Project. The award is contingent upon Board approval and receipt of required documents, including bonds and insurance documents.

The Contract/Agreement shall be for the **Total Bid Amount** of **\$513,000.00**

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Intent to Award to **David Haddad**, Project Manager, located at Oakland Unified School District, 955 High Street, Oakland, CA 94601. Failure to properly and timely submit the following Contract Documents entitles District to reject Contractor’s bid as non-responsive.

- a. Agreement: Submit four (4) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation’s by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
- b. Escrow of Bid Documentation: Include all required documentation. Refer to the Escrow of Bid Documentation document for details.
- c. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- e. Insurance Certificates and Endorsements.
Your insurance documents must list the following as Certificate Holders/Additional Insured: **Oakland Unified School District** (Owner), **AON Fire Protection Engineering Corporation** (Architect), **SJI Construction Management** (Construction Manager), their agents, representatives and employees.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veterans' Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Smoke-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Paint Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Contract Financial Interest Certification
- p. Local Business Participation Form
- q. DVBE Participation Policy Form(s) (Pages 8-15)
- r. Debarment and Suspension Certification Form
- s. Schedule Z Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction Form. **Please note: Prospective Sub-Contractors are required to complete and submit this form also.**

Provide confirmation by Contractor and by all of Contractor’s subcontractors to the District’s Project Labor Agreement - (PLA), by return of the Letter of Assent, to “Davillier- Sloan, Inc.”

Dan Electric will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
 Regional Labor Relations Manager
 Maribel Alejandre
Davillier-Sloan Management Consultants
 1620 12th Street
 Oakland, CA 94607
 (510) 385-1265
 Fax: (510) 835-7613
maribel@davilliersloan.com

Dan Electric will also provide an original signed copy of their Letter of Assent to:

David Haddad, Project Manager
 OUSD Facilities Planning and Management
 955 High Street
 Oakland CA 94601

Failure to comply with these conditions within the time specified will entitle District to consider Contractor’s bid abandoned, to annul the Notice of Award, and to declare Contractor’s Bid Security forfeited, as well as any other rights the District may have against Contractor.

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

If you have any questions, please feel free to call **David Haddad**, Project Manager, on his cell at **(510) 421-2278**.

District will return to Contractor one fully signed counterpart of the Agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

BY:  _____

NAME: Timothy White _____

TITLE: Associate Superintendent _____

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2013 8:23 AM

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

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

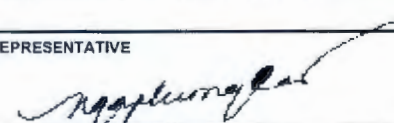
PRODUCER Cao Insurance Services 28312 Plainfield Drive Rancho Palos Verdes, CA 90275	CONTACT NAME: (Diane) Nga Cao PHONE (A/C, No, Ext): 310-538-9888 E-MAIL ADDRESS: dianecaoin@gmail.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 310-541-4780													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : AmTrust International Underwriters Ltd.</td> <td>AA-1780074</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AmTrust International Underwriters Ltd.	AA-1780074	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : AmTrust International Underwriters Ltd.	AA-1780074														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED RAYO MICHOVICH , DBA: DAN ELECTRIC 2990 TEAGARDEN STREET SAN LEANDRO, CA 94577															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XN103150501	10/11/2013	10/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COMMERCIAL ELECTRICAL INSTALLATION OF NEW AND EXISTING BUILDINGS STANDARD AND LOW VOLTAGE SYSTEMS
8/22/2012: STILL DO ALARM AND ALARM SYSTEM INSTALLATION CODE 91127
5/9/2014: LOCATION: PIEDMONT ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT - PROJECT 07123
4314 PIEDMONT AVE, OAKLAND, CA 94611

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT, AON FIRE PROTECTION ENGINEERING CORPORATION, SGI CONSTRUCTION MANAGEMENT, THEIR AGENTS, REPRESENTATIVES AND EMPLOYEES. 955 HIGH STREET OAKLAND CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

AON FIRE PROTECTION ENGINEERING CORPORATON
5000 EXECUTIVE PARKWAY, SUITE 340,
SAN RAMON CA 94583

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

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

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

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:


1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SCHEDULED ADDITIONAL INSURED ENDORSEMENT (EXCLUDING RESIDENTIAL)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B) CG 20 10 11 85

Policy Number: NX103150501	Endorsement Effective: 5/6/2014	12:01am
Named Insured: RAYO MICHOVICH DAN ELECTRIC	Countersigned By: 	

SCHEDULE

Name of Person or Organization: OAKLAND UNIFIED SCHOOL DISTRICT, SGI CONSTRUCTION MANAGEMENT THEIR AGENTS, REPRESENTATIVES AND EMPLOYEES, LAFAYETTE ELEMENTARY SCHOOL, PIEDMONT ELEMENTARY SCHOOL 955 HIGH STREET OAKLAND CA 94601
Location: 1700 MARKET STREET, OAKLAND CA 94607; LAFAYETTE ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT, PROJECT NO 07122 4314 PIEDMONT AVE, OAKLAND, CA 94607; PIEDMONT ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT - PROJECT NO. 7123,

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

- 1. Primary Wording**
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
- 2. Waiver of Subrogation**
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.
- 3.** Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.
- 4.** This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitational occupancy (other than apartments).

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: ... EMPLOYER SCHOOL FIRE ALARM	Named Insured: DANY MICHOVICH DBA DAN EL 2500 BRAGARDEN ST PALM BEACH CA 34477-1719
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Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 018888040			
<input type="checkbox"/> 1 - Any Auto	<input type="checkbox"/> 2 - Owned Autos Only	<input type="checkbox"/> 3 - Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 - Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 - Owned Autos Subject to No Fault	<input type="checkbox"/> 6 - Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 - Specifically Described Autos	<input checked="" type="checkbox"/> 8 - Hired Autos Only	<input checked="" type="checkbox"/> 9 - Nonowned Autos Only	
Policy Effective Date: 10-31-2013		Policy Expiration Date: 10-31-2014	
Limits of Insurance:	BI Per Person	Combined Single Limit (each accident) BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
... SCHOOL DISTRICT (OWNER), AM FIRE PROTECTION ENGINEERING ... ARCHITECT) CGI CONSTRUCTION MANAGEMENT (CONSTRUCTION MANAGER) THEIR ... AND EMPLOYEES ... CA 91601			
Interested Party Type: CERTIFICATE HOLDER			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			
Cancellation			
In the event of cancellation of any policy described above, the insurer will attempt to mail <u>30</u> days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.			

Producer: ... INSURANCE	Date: 5/6/14
Authorized Representative:	

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-05-2014

GROUP:
POLICY NUMBER: 9039791-2013
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 12-03-2014
12-03-2013/12-03-2014

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND CA 94601-4404

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-03-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

MICHOVICH, RAYO DBA: DAN ELECTRIC
2990 TEAGARDEN ST
SAN LEANDRO CA 94577

NB

[CES,CN]

AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Lafayette ES Fire Alarm	Site	129
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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
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Contractor Information

Contractor Name	Dan Electric	Agency's Contact	Vedran Michovich				
OUSD Vendor ID #	V054210	Title	Contractor				
Street Address	2990 Teagarden Street	City	San Leandro	State	CA	Zip	94577
Telephone	510-351-7100	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07122						

Term

Date Work Will Begin	6-11-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-29-2014
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$513,000.00
Pay Rate Per Hour <small>(If Hourly)</small>	\$	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
9399	Measure B	1299901891	6271	\$513,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities				
	Signature				
2.	General Counsel, Department of Facilities Planning and Management				
	Signature				
	Associate Superintendent, Facilities Planning and Management				
3.	Signature				
	Deputy Superintendent, Business Operations				
4.	Signature				
	President, Board of Education				
5.	Signature				