

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-0653
Introduction Date	4/13/16
Enactment Number	16-0498
Enactment Date	4-13-16



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer  
Roland Broach, Executive Director, Buildings, Custodial & Grounds  
Facilities Planning and Management

**Board Meeting Date** ~~March 23, 2016~~ April 13, 2016

**Subject** Award of Bid - D-Line Constructors, Inc. - James Madison UDG Piping & Onsite Hydrant Project

**Action Requested** Adoption by the Board of Education of Resolution No. 1516-0161, - Award of Bid and Construction Contract on behalf of the District for the James Madison UDG Piping & Onsite Hydrant Project to D-Line Constructors, Oakland, CA., in the amount of \$163,000.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of Ten (10) calendar days, commencing March 23, 2016 through ~~December 31, 2016~~ April 8, 2016.

**Background** The scope of the project is to provide new fire private fire hydrant and trenching for new water pipes. Patch and repair concrete walkway and A/C paving. Obtain permit from City of Oakland, and other items shown on the plans and specifications for a total contract amount of \$163,000.00 that includes \$12,500.00 of owner's controlled contingency.

**Discussion** This work is needed to support the Madison Expansion New Construction.

**LBP (Local Business Participation Percentage)** 96.70%

**Procurement** Construction contract - Formal - Advertised Bid/Awarded to lowest responsive, responsible bidder

**Recommendation** Adoption by the Board of Education of Resolution No. 1516-0161, - Award of Bid and Construction Contract on behalf of the District for the James Madison UDG Piping & Onsite Hydrant Project to D-Line Constructors, Oakland, CA., in the amount of \$163,000.00, as the lowest responsive, responsible bidder. The work will be conducted in one (1) phase, contract duration of Ten (10) calendar days, commencing March 23, 2016 through ~~December 31, 2016~~ April 8, 2016.

**Fiscal Impact** Measure J

**Attachments**

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



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning & Management

**Vendor Name:** D-Line Constructors, Inc.

**Project Name:** Madison MS UDG Piping & Onsite Hydrant      **Project No.:** 13124-2

**Contract Term:** Start Date: 3/23/2016      End Date: 4/8/2016

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 163,000.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy?** Yes  No

**Why was this Vendor selected?**

D-Line's bid on the Project is the lowest responsive bidder. Accordingly, district staff will recommend the Governing Board award the contract for the Project to D-Line at the Board's meeting on March 23, 2016

**Summarize the services this Vendor will be providing.**

Provide a new private fire hydrant and trenching for new water pipes. Patch and repair concrete walkway and A/C paving. Obtain permit from City of Oakland, and other items shown on the plans and specifications for a total of \$163,000 that includes a \$12,500 owner-controlled contingency

**Was this contract competitively bid?** Yes  No

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



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

**RESOLUTION NO. 1516 - 0161**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE JAMES MADISON MS UDG PIPING & ONSITE HYDRANT PROJECT**

**WHEREAS**, the District has heretofore requested bids, which includes construction work to provide new fire private fire hydrant and trenching for new water pipes. Patch and repair concrete walkway and A/C paving. Obtain permit from City of Oakland, and other items shown on the plans and specifications for a total contract amount of \$163,000.00 that includes \$12,500.00 of owner controlled contingency.

**WHEREAS**, one bid was received via Division of Facilities Planning and Management in response to the said request as follows, and

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
D-Line Constructors, Inc.	Oakland, CA	\$163,000.00

**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;

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **D-LINE CONSTRUCTORS, INC.** , for the performance of the bid work, in the amount of **ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS AND NO CENTS (\$163,000.00)** shall 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 hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **D-LINE CONSTRUCTORS, INC.** for the performance of bid work.



OAKLAND UNIFIED  
SCHOOL DISTRICT

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

**RESOLUTION NO. 1516-0161**

**A WARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE JAMES  
MADISON MS UDG PIPING & ONSITE HYDRANT PROJECT**

Page 2 of 2

Passed by the following vote:

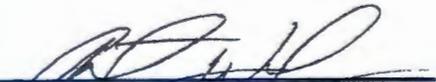
AYES: Jody London, Aimee Eng, Jumoke Hinton Hodge, Vice President Nina Senn  
and President James Harris

NOES: None

ABSTAINED: None

ABSENT: Shanthi Gonzales

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Special Meeting of the Governing Board of the Oakland Unified School District held on April 13, 2016.

  
Antwan Wilson, Superintendent and  
Secretary, Board of Education

File ID Number: 16-0653

Introduction Date: 4-13-16

Enactment Number: 16-0498

Enactment Date: 4-13-16

By: 

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

FACILITIES MGMT

7MAR'16AM9:53

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **3rd day of March, 2016**, by and between the Oakland Unified School District ("District" or "Owner") and **D-Line Constructors, Inc.** ("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: **James Madison Middle School – UDG Piping & Onsite Hydrant**

PROJECT NO.: **13124-2**

RESOLUTION NUMBER: **1516 -0161**

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 **Ten (10)** 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 April 8, 2016.**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
  - **Project Completion: Five hundred dollars and no cents (\$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- 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:

$$\begin{aligned} & \underline{\text{One hundred fifty thousand, five hundred dollars and no cents}} \\ & \underline{(\$150,500.00)}, \text{ (Base Contract Amount)} \\ + & \underline{\$ \text{ Twelve thousand five hundred dollars}} \\ & \underline{(\$ \text{ 12,500.00})}, \text{ (Contingency Allowance Amount)} \\ \hline = & \underline{\text{One hundred sixty-three thousand dollars and no cents}} \\ & \underline{(\$163,000.00)}, \text{ ("Contract Price")} \end{aligned}$$

- 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>

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**Susie Butler-Berkley**  
**Contract Analyst**

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

Dated: \_\_\_\_\_, 20

Dated: March 3, 2016

**OAKLAND UNIFIED SCHOOL DISTRICT**

D-Line Constructors **CONTRACTOR**

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

By: Josue A. Prada III

Print Name: James Harris

Print Name: ~~\_\_\_\_\_~~

Print Title: President, Board of Education

Print Title: President

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

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: Roland Broach

Print Name: Roland Broach,

Print Title: Executive Director, Buildings, Custodial, & Grounds  
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



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

March 1, 2016

Mr. Josue A. Prada, President  
D-LINE CONSTRUCTORS, INC.  
499 Embarcadero, Post 3, Box 6, Office 8  
Oakland, CA 94606

**Re: Oakland Unified School District  
James Madison MS UDG Piping & Onsite Hydrant  
Project No. 13124-2  
Notice of Intent to Award**

Dear Mr. Prada :

This letter shall serve as **Notice of Intent to Award** the Construction Contract pending approval by the Board of Education, of your contract with the Oakland Unified School District based on your bid submitted on **February 25, 2016** in the amount of **\$ \$150,500.00 including Contingency Allowance, totaling \$12,500, with a grand total value of \$ 163,000,00.**

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

In order to issue your contract and Notice to Proceed, the following documents need to be submitted **within seven, (7) calendar days**, by **March 8, 2016** to: **Wil Newby**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

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

- e. Provide confirmation by **D-Line Constructors, Inc.** and by all of **D-Line Constructors, Inc. subcontractors** to the OUSD Project Labor Agreement - (PLA), by return of the Letter of Assent , to *Davillier- Sloan, Inc.*

**D-Line Constructors, Inc.** 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 12<sup>th</sup> Street  
Oakland, CA 94607  
(510) 835-7603  
Fax: (510) 835-7613  
[maribel@davillier-sloan.com](mailto:maribel@davillier-sloan.com)

D-Line Constructors, Inc. will also provide an original signed copy of their Letter of Assent to:

Wil Newby, Project Manager  
OUSD Facilities Planning and Management  
955 High Street  
Oakland CA 94601

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

If you have any questions, please feel free to give **Wil Newby**, Project Manager, a call at (510) 532-2802 and/or their cell (510)703-3144.

Very truly yours,



Roland Broach  
Executive Director of BC & G

RB/wn

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



# Interoffice Memo

Date: Tuesday, March 1, 2016  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Wil Newby  
 Project Name: Madison MS UDG Piping & Onsite Hydrant  
 Project No.: 13124-2  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

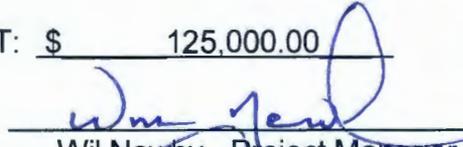
### BID TALLY

	Responsive Low Bid	2 <sup>nd</sup> Bidder	3 <sup>rd</sup> Bidder
<b>Contractor</b>	<b>D-Line Constructors</b>	Bay Construction	
<b>Base Bid Amount</b>	<b>\$150,500.00</b>	\$217,000.00	
<b>Contingency Allowance</b>	<b>\$12,500.00</b>	\$12,500.00	
<b>Total Bid Amount</b>	<b>\$163,000.00</b>	\$229,500.00	
<b>Alternates Amount</b>	<b>0</b>	\$0	

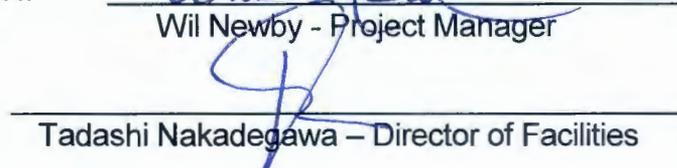
Local Business Enterprise Participation: 97%

SGI/OUSD recommends the award of the bid to **D-Line Constructors, Inc.**, for a total contract amount of **\$163,000.00**.

CONSTRUCTION BUDGET: \$ 125,000.00 BID SAVINGS: -\$38,000

RECOMMENDATION:   
Wil Newby - Project Manager

3/1/2016  
Date

ACCEPTANCE:   
Tadashi Nakadegawa - Director of Facilities

3/1/16  
Date

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Madison Middle School  
 Project: New Expansion  
 Project #: 13124  
 Estimate: \$100,000

Date: Thursday, March 25, 2016  
 Time: 2:00 PM  
 Project Mgr: William Newby  
 Architect: Byrens Kim Design Works

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b> D-Line Contractors, Inc. <b>Address:</b> 499 Embarcadero <b>City/State:</b> Oakland, CA <b>Phone:</b> 510-261-6400 <b>Fax:</b> 510-261-6401	<b>Base Bid:</b> \$150,500.00 <b>Allowance:</b> \$ 12,500.00 <b>TOTAL:</b> \$ 163,000.00 <b>Alternates:</b>	<b>Required Day of Bid:</b> Signed Bid Form X Addendum Acknow. X Bid Bond X Non-Collusion X Iran Contracting Certification X Site Visit Certification X Contractor's Sub List X	<b>Required Doc's within 24 hrs</b> Debarment Suspension & Schd Z X Local Business Participation Form X DVBE Forms/ DIR Numbers X
<b>Company:</b> Bay Construction <b>Address:</b> 4026 MLK Jr Way <b>City/State:</b> Oakland, CA <b>Phone:</b> 510-658-7226 <b>Fax:</b> 510-658-4890	<b>Base Bid:</b> \$217,000.00 <b>Allowance:</b> \$12,500.00 <b>TOTAL:</b> \$229,500.00 <b>Alternates:</b>	<b>Required Day of Bid:</b> Signed Bid Form X Addendum Acknow. X Bid Bond X Non-Collusion X Iran Contracting Certification X Site Visit Certification X Contractor's Sub List X	<b>Required Doc's within 24 hrs</b> Debarment Suspension & Schd Z X Local Business Participation Form X DVBE Forms/ DIR Numbers X
<b>Company:</b> <b>Address:</b> <b>City/State:</b> <b>Phone:</b> <b>Fax:</b>	<b>Base Bid:</b> <b>Allowance:</b> <b>TOTAL:</b> <b>Alternates:</b>	<b>Required Day of Bid:</b> Signed Bid Form Addendum Acknow. Bid Bond Iran Contracting Certification Long Form Pre-Q Site Visit Certification Contractor's Sub List	<b>Required Doc's within 24 hrs</b> Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms/ DIR Numbers
<b>Company:</b> <b>Address:</b> <b>City/State:</b> <b>Phone:</b> <b>Fax:</b>	<b>Base Bid:</b> <b>Allowance:</b> <b>TOTAL:</b> <b>Alternates:</b>	<b>Required Day of Bid:</b> Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List	<b>Required Doc's within 24 hrs</b> Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms/ DIR Numbers

DOCUMENT 00 41 13

BID FORM

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

From: D-Line Constructors Inc.  
(Proper Name of Bidder)

DIR 10 Digit Registration No. 1000007891

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. 13124-2**

PROJECT: James Madison MS UDG Piping & Onsite Hydrant

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

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

One Hundred Fifty thousand Five hundred Dollars $\frac{00}{100}$	Dollars	\$ <u>150,500.00</u>
<b>BASE BID Amount</b>		
Twelve Thousand Five Hundred	\$12,500.00	
<b>Contingency Allowance Amount</b>		

One Hundred Sixty three thousand dollars $\frac{00}{100}$	dollars	\$ <u>163,000.00</u>
<b>TOTAL BID Amount</b>		

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

**Additive/Deductive Alternates:**

**Alternate #1**

\_\_\_\_\_



# CERTIFICATION

*is hereby granted to*

***D-Line Constructors, Inc.***

***Oakland Unified School District recognizes D-Line Constructors, Inc. as a Small, Local Resident Business Enterprise (SLRBE) in compliance with the Local Business Program.***

All SLRBEs must maintain their Small, Local Business Enterprise (SLBE) certification with the City of Oakland.

October 12<sup>th</sup>, 2017

Expiration Date

**Hitesh Haria**

Chief Operations Officer

**Shonda Scott**

Local Business Utilization Contract

Compliance

**OUSD Board of Education**

President James Harris  
Director Nina Senn

Vice President Jody London  
Director Jumoke Hinton Hodge

Director Shanthi Gonzales  
Director Roseann Torres

Director Aimee Eng  
Superintendent Antwan Wilson



### LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **D-Line Constructors, Inc.**

Project: Madison MS UDG Piping & Onsite Hydrant

Project #:13124-2

Estimate: \$125,000

Date: Thursday, February 25, 2016

Time: 2:00 pm

Project Mgr: William Newby

Architect: Byrens Kim Design Works

<b>Based Bid</b>		\$	<b>150,500.00</b>
<b>Verified Local Business Participation</b>	<b>5.0%</b>	\$	<b>7,525.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>142,975.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: D-Line Constructors, Inc.</b>				1
Address: 499 Embarcadero				2
City/State:Oakland, CA			96.75%	3
Phone:(510) 261-6400				4
<b>Company:</b>				1
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4
<b>Company:</b>				1
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>0.00%</b>	<b>96.75%</b>	<b>96.75%</b>
----------------------------	--------------	--------------	---------------	---------------

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

**Alternate #2**

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

**Alternate #3**

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

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:
2. 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.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. 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
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>02/05/16</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.	

9. **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.
10. 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.
11. 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.

12. 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 ~~02/10~~ <sup>7B</sup> 02/24/16 day of February 20 16

Name of Bidder D-Line Constructors, Inc.

Type of Organization S-Corp - California

Signed by Josue A. Prada

Title of Signer President

Address of Bidder 499 Embarcadero #8 Oakland 94606

Taxpayer's Identification No. of Bidder 45 510 2845

Telephone Number 510 251 6400

Fax Number 510 251 6401

E-mail tony@dlineconstructors.com Web page www.dlineconstructors.com

Contractor's License No(s): No.: 944284 Class: A Expiration Date: 06/30/16

No.: 944284 Class: ASB Expiration Date: 06/30/16

No.: 944284 Class: HAZ Expiration Date: 06/30/16

If Bidder is a corporation, provide the following:

Name of Corporation: D-Line Constructors, Inc.

President: Josue A. Prada

Secretary: Josue A. Prada

Treasurer: Josue A. Prada

Manager: Josue A. Prada

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

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

From: Mark Lee & Yong Kay, D.B.A. Bay Construction Co.  
(Proper Name of Bidder)

DIR 10 Digit Registration No. 1000000066

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. 13124-2**

PROJECT: James Madison MS UDG Piping & Onsite Hydrant

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

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

<u>Two hundred Seventeen thousand</u> Dollars	\$ <u>217,000.00</u>
<b>BASE BID Amount</b>	
<b>Twelve Thousand Five Hundred</b>	<b>\$12,500.00</b>
<b>Contingency Allowance Amount</b>	

<u>Two hundred twenty nine thousand</u> Dollars	\$ <u>229,500.00</u>
<b>TOTAL BID Amount</b>	

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

**Additive/Deductive Alternates:**

Alternate #1

\_\_\_\_\_



**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **Bay Construction**

Project: Madison MS UDG Piping & Onsite Hydrant

Project #:13124-2

Estimate: \$125,000

Date: Thursday, February 25, 2016

Time: 2:00 pm

Project Mgr: William Newby

Architect: Byrens Kim Design Works

<b>Based Bid</b>		\$	<b>217,000.00</b>
<b>Verified Local Business Participation</b>	<b>4.0%</b>	\$	<b>8,680.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>208,320.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Bay Construction</b>				1
Address: 4026 Martin Luther King Jr. Way				2
City/State:Oakland, CA		83.41%		3
Phone:(510) 658-7225				4
<b>Company:</b>				1
Address:				2
City/State:Oakland, CA		1.84%		3
Phone:(510)				4
<b>Company:</b>				1
Address:				2
City/State:Oakland, CA				3
Phone:(510)				4

<b>TOTAL PARTICIPATION</b>	<b>0.0%</b>	<b>85.25%</b>	<b>0.0%</b>	<b>85.25%</b>
----------------------------	-------------	---------------	-------------	---------------

APPROVAL- LBU Compliance Officer

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

**Alternate #2**

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

**Alternate #3**

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Additive/Deductive:

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:
2. 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.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. 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
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>2/4/2016</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.	

9. **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.
10. 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.
11. 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.

12. 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 25 day of February 20 16  
Name of Bidder Bay Construction Co.  
Type of Organization Corporation  
Signed by  Yong Kay  
Title of Signer President  
Address of Bidder 4026 Martin Luther King Jr, Way, Oakland, CA 94609  
Taxpayer's Identification No. of Bidder 943102890  
Telephone Number 5106587225  
Fax Number 5106584890  
E-mail yongkay@yahoo.com Web page www.BayConstructionCo.com  
Contractor's License No(s): No.: 593411 Class: A,B,C21 Expiration Date: 5/16  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Bay Construction Co.  
President: Yong Kay  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Manager: \_\_\_\_\_

END OF DOCUMENT

Bond No. S001-2926

Premium: \$2,347.00

FACILITIES MGMT

DOCUMENT 00 61 14

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

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

8MAR'16PM12:16

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

James Madison Middle School - UDG Piping & Onsite Hydrant; Project No. 13124-2 (Project Name)  
(“Project” or “Contract”)

which Contract dated March 3rd, 2016, 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 Allied World Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Sixty-Three Thousand and 00/100ths DOLLARS

(\$ 163,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

Allied World Insurance Company  
30 South 17th Street, 16th Floor, Philadelphia, PA 19103

Attention: James A. Keating

Telephone No.: ( 267 ) 800 - 1819

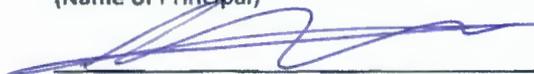
Fax No.: ( 267 ) 800 - 1859

E-mail Address: james.keating@awac.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 4th day of March, 2016.

**Principal**

D-Line Constructors, Inc.  
(Name of Principal)

  
(Signature of Person with Authority)

José A. Prada III  
(Print Name)

**Surety**

Allied World Insurance Company  
(Name of Surety)

  
(Signature of Person with Authority)

David F. Druml, Attorney-in-Fact  
(Print Name)

Direct Surety Insurance Sales  
(Name of California Agent of Surety)

1065 E Hillsdale Blvd #230, Foster City, CA 94404  
(Address of California Agent of Surety)

(650) 274-0194  
(Telephone Number of California Agent of Surety)

**SEE ATTACHED CALIFORNIA NOTARY FORM:**

**ALL-PURPOSE ACKNOWLEDGMENT**

**JURAT**

By: Valerie Jackson Notary Public

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

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

State of California )

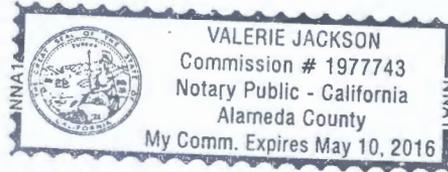
County of Alameda )

On 3/8/2016 before me, VALERIE JACKSON, NOTARY PUBLIC,  
(Here insert name and title of the officer)

personally appeared  
Josue A. Prada III

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.

  
 Signature of Notary Public (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 \_\_\_\_\_

## INSTRUCTIONS

- 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.
- Securely attach this document to the signed document with a staple.

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 Oakland Unified School District, (or "District") and D-Line Constructors, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

James Madison Middle School - UDG Piping & Onsite Hydrant; Project No. 13124-2 (Project Name)  
("Project" or "Contract")

which Contract dated March 3rd, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Allied World 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 Sixty-Three Thousand and 00/100ths DOLLARS

(\$ 163,000.00), 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.

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 4th day of March, 2016

**Principal**

D-Line Constructors, Inc.  
(Name of Principal)

  
(Signature of Person with Authority)

Josue A. Pradatti  
(Print Name)

**Surety**

Allied World Insurance Company  
(Name of Surety)

  
(Signature of Person with Authority)

David F. Druml, Attorney-in-Fact  
(Print Name)

Direct Surety Insurance Sales  
(Name of California Agent of Surety)

1065 E Hillsdale Blvd #230, Foster City, CA 94404  
(Address of California Agent of Surety)

(650) 274-0194  
(Telephone Number of California Agent of Surety)

**SEE ATTACHED CALIFORNIA NOTARY FORM:**

**ALL-PURPOSE ACKNOWLEDGMENT**

**JURAT**

By: Valerie Jackson - Notary Public

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/29/2016

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> Druml Group, Inc. 1135 Farragut Blvd  Foster City CA 94404		<b>CONTACT NAME:</b> Soy Wong <b>PHONE (A/C, No, Ext):</b> (800) 949-6247 <b>E-MAIL ADDRESS:</b> swong@druml.com <b>FAX (A/C, No):</b> (650) 341-8352	
<b>INSURED</b> D-Line Constructors, Inc. 499 Embarcadero Ste Q  Oakland CA 94606		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ironshore Specialty Insurance	<b>NAIC #</b> 25442
		<b>INSURER B:</b> Philadelphia Indemnity Insurance	18058
		<b>INSURER C:</b> St Paul Surplus Lines Insurance	30481
		<b>INSURER D:</b> State Comp. Insurance Fund	35076
		<b>INSURER E:</b> AGCS Marine Insurance Company	22837
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1552000951 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AGS0091800	5/21/2015	5/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1340367	5/21/2015	5/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			ZUP-51M33049-15-NF	5/21/2015	5/21/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	90575492015	5/21/2015	5/21/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property			MXI-93055415	5/21/2015	5/21/2016	Rented / Leased Equipment \$ 1,000,000 Scheduled Equipment \$ 368,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
[Re: Oakland Unified School District Project: #13142-2/ Madison MS UDG Piping & Onsite Hydrant Project]  
Oakland Unified School district and the Project Manager John Esposito are recognized as Additional Insureds as pertains to General Liability and Auto Liability regarding the Madison MS UDG Piping and Onsite Hydrant Project per attached endorsements. Waiver of Subrogation is included with General Liability, Auto Liability, and Workers Compensation per attached endorsements.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland, CA 94605	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Soy Wong/SWONG 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written contract. If required by your agreement with such Additional Insured.</p> <p>Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording where required.</p> <p>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in <b>SECTION IV – COMMERCIAL LIABILITY CONDITIONS</b>, paragraph 4. <b>Other Insurance</b>, subparagraph c. <b>Method of Sharing</b>.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged</p>	<p>Any Location</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written contract. If required by your written contract or written agreement with such Additional Insured, this insurance is primary and non-contributory.</p> <p>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in <b>SECTION IV – COMMERCIAL LIABILITY CONDITIONS</b>, paragraph <b>4. Other Insurance</b>, subparagraph <b>c. Method of Sharing</b>.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences. Apartments are not considered "private residences."</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

Whereas Required by Written Contract

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
  2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
  4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
  5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

**L. One Comprehensive Coverage Deductible**

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

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

**III. BUSINESS AUTO CONDITIONS**

**A. Notice and Knowledge of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a.** is deleted in its entirety and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**B. Blanket Waiver Of Subrogation**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

REP D8  
9057549-2015  
NEW  
SC

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE MAY 21, 2015 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME AND EXPIREING MAY 21, 2015 AT 12.01 A.M.

D-Line Constructors, Inc.  
499 Embarcadero Ste Q  
Oakland, CA 94606

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MAY 21, 2015

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



## AWARD OF BID ROUTING FORM

Project Information			
<b>Project Name</b>	James Madison MS UDG Piping & Onsite Hydrant	<b>Site</b>	215
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	D-Line Constructors, Inc.	Agency's Contact	Tony Prada
OUSD Vendor ID #	1006952	Title	Project Manager
Street Address	499 Embarcadero	City	Oakland State CA Zip 94606
Telephone	510-261-6400	Policy Expires	5-21-14
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 #	13124-2		

Term			
Date Work Will Begin	3-23-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$163,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	2159905820	6274	\$163,000.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature	Date Approved	3-18-16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	3-4-16	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	3-14-16	
4.	Chief Operations Officer			
	Signature	Date Approved	3-16-16	
5.	President, Board of Education			
	Signature	Date Approved		