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Enactment Number	19-0765
Enactment Date	5/22/19 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education 

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 5, 2019

Subject Award of Bid and Contract for Construction Services - D-Line Constructors, Inc. - Roosevelt Middle School Portable Demolition Project

Action Requested Approval by the Board of Education of Resolution No. 1819 -0183, Award of Bid and Contract for Construction Services on behalf of the District to D-Line Constructors, Inc., Oakland, CA for the Roosevelt Middle School Portable Demolition Project in the amount of \$145,000.00, 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 with work being conducted in one (1) phase with a contract Duration: Sixty-seven (67) days Calendar Days, commencing June 6, 2019, and ending on July 31, 2019.

Discussion Vendor to remove existing portables on site.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1819-0183, Award of Bid and Contract for Construction Services on behalf of the District to D-Line Constructors, Inc., Oakland, CA for the Roosevelt Middle School Portable Demolition Project in the amount of \$145,000.00, 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 with work being conducted in one (1) phase with a contract Duration: Sixty-seven (67) days Calendar Days, commencing June 6, 2019, and ending on July 31, 2019.

Fiscal Impact Fund 21, 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.

19-0918

Department: Facilities Planning and Management

Vendor Name: D-Line Constructors, Inc.

Project Name: Roosevelt Modernization

Project No.: 19101

Contract Term: Intended Start: 6/6/2019

Intended End: 7/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$145,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

Vendor was lowest most responsive at bid opening.

Summarize the services this Vendor will be providing.

D-Line Constructors will be demolishing 3 portables at Roosevelt Middle School. In addition to demolition, D-Line will remove any excess asphalt, patch any damaged asphalt, and will even out asphalt affected by the removal.

Was this contract competitively bid? ☒ Yes (No if Unchecked)

If No, please 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 \$90,200 (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 alternative 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**

3) ☐ **Not Applicable - no exception - Project was competitively bid**



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

RESOLUTION NO. 1819-0183

**AWARD OF BID AGREEMENT
THE ROOSEVELT MIDDLE SCHOOL PORTABLE DEMOLITION
PROJECT**

Page 1 of 2

WHEREAS, the District has heretofore requested bids, for removal of existing portables on site.

WHEREAS, two (2) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
D-Line Constructors, Inc.	Oakland, CA	\$145,000.00
CVE Demolition	Fresno, CA	\$104,711.00

WHEREAS, the responsive bidder has either met the goals for local business participation for 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 FORTY-FIVE THOUSAND, DOLLARS NO/100 (\$145,000.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

RESOLUTION NO. 1819-0183

**AWARD OF BID AGREEMENT
THE ROOSEVELT MIDDLE SCHOOL PORTABLE DEMOLITION
PROJECT
Page 2 of 2**

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.

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None
Jumoke Hinton Hodge, Roseann Torres, James Harris, Vice
YEA: President Jody London, President Aimee Eng

NOES: None

ABSENT: Student Director Chavez, Student Director Omosowho, Gary Yee,
Shanthi Gonzales

ABSTAINED: 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 **May 22, 2019**.

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **22nd** day of **May 2019**, 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: **Roosevelt Middle School Portable Demolition**

PROJECT NO.: **19101**

RESOLUTION NUMBER: **1819-0183**

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 **Sixty-seven days 67** consecutive calendar days ("Contract Time") **commencing June 6, 2019, and**

concluding no later than July 31, 2019, 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.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

- **Project Completion:** One thousand dollars no/100 (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.

- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or

any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **C-21 Building Moving/Demolition Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

One hundred Thirty thousand dollars no/100

\$130,000 (Base Contract Amount)

+

Fifteen thousand dollars

\$15,000.00, (Contingency Allowance Amount)

= One hundred Forty-five thousand dollars no /100

\$145,000.00 ("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>


Tadashi Nakadegawa
Director of Facilities Planning & Management

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

Dated: May 22, 20 19

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng

Print Name: Aimee Eng

Print Title: President, Board of Education

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature]

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management

Dated: April 23 20 19

D-Line Constructors **CONTRACTOR**

By: [Signature]

Print Name: Josue A. Prada

Print Title: President

Approved as to Form:

By: [Signature]

Print Name: ~~Marion McWilliams~~ Arne Sandberg

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

CORPORATE RESOLUTION

OF

D-LINE CONSTRUCTORS

A California Corporation

June 13, 2016

WHEREAS, a majority of the Shareholders and Board of Directors deem it to be in the best interest of this corporation to authorize officers to conduct transactions, execute and deliver such contracts or agreements and any such amendment thereto that binds the Corporation inasmuch as such contracts or agreements relate to the business interests of the corporation and to authorize such transactions with the signatures of such officers with or without a corporate seal. The Powers and Duties of such officers are set forth in Article 5 of the Bylaws of the Corporation. Whereas, it is recognized that the following current officers shall have this authorization and power:

JOSUE ANTONIO PRADA III – President / Chief Executive Officer

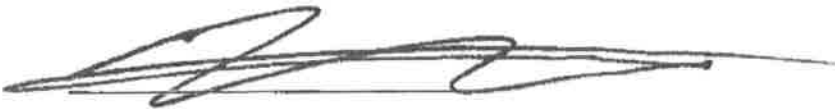
MATTHEW CERTA – Vice President / Chief Operating Officer

Now, Therefore, Be It Resolved, that upon approval by the Board of Directors of this Corporation as evidenced by the signature of the Chairman of the Board affixed below that the aforementioned persons shall be so authorized and have the power and ability to bind the Corporation with or without a corporate seal.

RESOLVED FURTHER, that the officers of this corporation as stated above and pursuant to the duties of such Officers authorized in Article 5 of the Corporation's bylaws are, hereby authorized to do and perform any and all such acts, duties and responsibilities of an officer.

RESOLVED FURTHER, that the Chairman of the Board of Directors of the Corporation is hereby authorized to take all action and execute any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by a Majority of the Shareholders of the Corporation, and has been approved by majority vote of the existing Board of Directors. Said resolution has been duly recorded in the Minute Book and is in full force and effect as of the date first listed above.



JOSUE ANTONIO PRADA III – Majority Shareholder & Chairman of the Board of Directors

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and _____
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:

Project No. 1901 Roosevelt Middle School Portable Demolition, Resolution No. 1819-0183

("Project" or "Contract") which Contract dated May 22, 2019, 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 Liberty Mutual Insurance Company
("Surety") are held
and firmly bound unto the Board of the District in the penal sum of

One Hundred Forty Five Thousand and 00/100ths

Dollars (\$ 145,000.00), 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:

- Promptly 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.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing
the Contract in accordance with its terms and conditions, and upon determination by the District of
the lowest responsible bidder, arrange for a contract between such bidder and the District and make
available as Work progresses sufficient funds to pay the cost of completion less the "balance of the
Contract Price," and to pay and perform all obligations of Principals under the Contract, including,
without limitation, all obligations with respect to warranties, guarantees and the payment of
liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall
mean the total amount payable to Principal by the District under the Contract and any modifications
thereto, less the amount previously paid by the District to the Principal, less any withholdings by the
District allowed under the Contract. District shall not be required or obligated to accept a tender of
a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

FACILITIES MGMT

2MAY'19AM10:50

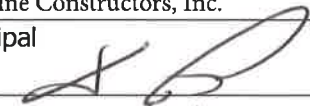

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on 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.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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 and replacements 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 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 or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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 24th day of April, 2019.

D-Line Constructors, Inc.	Liberty Mutual Insurance Company
Principal	Surety
	
By <u>Matt Certa, EVP</u>	By <u>David F. Druml, Attorney-In-Fact</u>
	Druml Bonding and Insurance Services
	Name of California Agent of Surety
	1135 Farragut Blvd.

OAKLAND UNIFIED SCHOOL DISTRICT
Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

PERFORMANCE BOND
DOCUMENT 00 61 13.13-2

Foster City, CA 94404

Address of California Agent of Surety

(650) 341-8414

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School

Portable Demolition

Project No. 19101

March 13, 2019

PERFORMANCE BOND

DOCUMENT 00 61 13.13-3

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Project No. 1901 Roosevelt Middle School Portable Demolition, Resolution No. 1819-0183

("Project" or "Contract") which Contract dated May 22, 2019, 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 one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Forty Five Thousand and 00/100ths Dollars (\$ 145,000.00), 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 its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code 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.

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

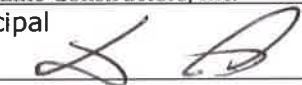

PAYMENT BOND
DOCUMENT 00 61 13.16-1

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 section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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 24th day of April, 2019.

<u>D-Line Constructors, Inc.</u>	<u>Liberty Mutual Insurance Company</u>
Principal	Surety
	
By <u>Matt Certa, EVP</u>	By <u>David F. Druml, Attorney-In-Fact</u>
	<u>Druml Bonding and Insurance Services</u>
	Name of California Agent of Surety
	<u>1135 Farragut Blvd. Foster City, CA 94404</u>
	Address of California Agent of Surety
	<u>(650) 341-8414</u>
	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**PAYMENT BOND
DOCUMENT 00 61 13.16-2**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200934-969027**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David F. Druml, David K. Mahler

all of the city of Foster City state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of April, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

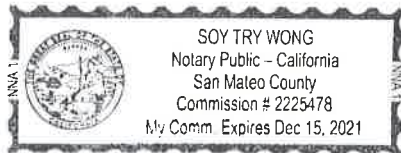
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Mateo)On Apr. 1 24, 2019 before me, Soy Wong, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David F. Druml
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

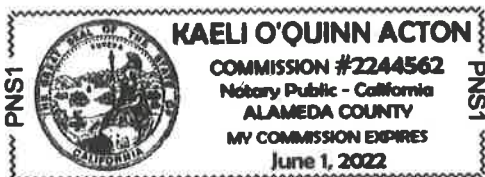
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On April 26th, 2019 before me, Kaeli O'Quinn Acton, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew C. Certa
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Roosevelt Middle School
Project: Portable Demolition
Project #: 19101
Estimate: \$150,000

Date: Wednesday, April 17, 2019
Time: 2:00 PM
Project Mgr: Pam Henderson
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company: CVE Demolition	Base Bid:	\$89,711.00	Required Day of Bid:
Address: 4263 N. Selland Avenue	Allowance:	\$15,000	Signed Bid Form X
City/State: Fresno, CA	TOTAL:	\$104,711.00	Addendum Acknow. X
Phone: 559-222-1149	Alternates:		Bid Bond X
Fax: 559-222-1174			Non-Collusion X
NON-RESPONSIVE			Iran Contracting Certification X
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification X
	11:10 a.m.	4/17/2019	Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:15 PM	4/17/2019	Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company: D-Line Constructors	Base Bid:	\$130,000.00	Required Day of Bid:
Address: 499 Embarcadero	Allowance:	\$15,000.00	Signed Bid Form X
City/State: Oakland, CA	TOTAL:	\$145,000.00	Addendum Acknow. X
Phone: 510-251-6400	Alternates:		Bid Bond X
Fax: 510-251-6401			Non-Collusion X
			Iran Contracting Certification X
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification X
	1:30 p.m.	4/17/2019	Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:15 PM	4/17/2019	Debarment Suspension & Schd Z X
			Local Business Participation Form X
			DVBE Forms X

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:	\$15,000.00	Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:	\$15,000	Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: D-Line Constructors, Inc.

Project: Roosevelt MS Portables Demolition

Project #: 19101

Estimate: \$150,000

Bid Opening Date: Wednesday, April 17, 2019

Time: 2:00 pm

Project Mgr: Pam Henderson

Architect: N/A

Based Bid

\$ 130,000.00

Verified Local Business Participation Discount

5% \$ 6,500.00

Based Bid w/ LBP Discount

\$ 123,500.00

LBU Credit Based on Policy Calculation

88.46%

This firm meets the minimum 50% LBU requirement and receives 5% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: D-Line Constructors, Inc.					
Address: 499 Embarcadero, Post 3 Box 6	\$ 107,000.00			82.31%	1 2
City/State: Oakland, CA					3
Phone: (510) 251-6400					4
Company: S & S Trucking					
Address: 477 Roland Way	\$ 8,000.00		6.15%		1 2
City/State: Oakland, CA					3
Phone: (510) 383-3556					4
TOTAL PARTICIPATION	\$ 115,000.00	0.0%	6.2%	82.31%	
					88.46%*

* Total LBU % Proposed

APPROVAL- LBU Compliance Officer

[Signature]

Prepared by 360 Total Concept

04-17-2019

LBU_Calculation_Roosevelt_MS_Portable_Demolition_Bid_Due_Date_04-17-2019

CONSTRUCTION SERVICES



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: CVE Demolition

Project: Roosevelt MS Portables Demolition

Project #: 19101

Estimate: \$150,000

Bid Opening Date: Wednesday, April 17, 2019

Time: 2:00 pm

Project Mgr: Pam Henderson

Architect: N/A

360

Based Bid

\$ 89,711.00

LBU Credit Based on Policy Calculation
0.00%

Verified Local Business Participation Discount

0%

\$ -

Based Bid W/ LBP Discount

\$ 89,711.00

NON-RESPONSIVE

This firm does not meet the minimum 50% LBU requirement and does not receive 0% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: CVE Demolition					
Address: 4263 N. Selland Avenue	\$ -				1 No LBU Information Received
City/State: Fresno, CA					2
Phone: (559) 222-1149					3
					4
Company:					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
Company:					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
TOTAL PARTICIPATION	\$ -	0.0%	0.0%	0.00%	
					0.00% *

* Total LBU % Proposed

Prepared by 360 Total Concept

04-17-2019

LBU_Calculation_Roosevelt_MS_Portable_Demolition_Bid_Due_Date_04-17-2019

CONSTRUCTION SERVICES

BID FORM AND PROPOSAL

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

From: D-LINE CONSTRUCTORS INC
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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.

PROJECT: ROOSEVELT MIDDLE SCHOOL

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

<u>One hundred thirty thousand dollars</u>	dollars	\$ <u>130,000.00</u>
Base Bid Amount		
<u>Fifteen thousand</u>	dollars	\$ <u>15,000.00</u>
Contingency Allowance Amount		
<u>One hundred forty five thousand dollars</u>	dollars	\$ <u>145,000.00</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.		

Additive/Deductive Alternates:

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: DUNE CONSTRUCTORS INC
 Project: ROOSEVELT MIDDLE SCHOOL PORTABLES BOND
 Project #: 19101
 Estimate: \$130,000.00

Bid Opening Date: 04/17/19
 Time: 200 PM

Project Mgr: Pam Henderson
 Architect:

Base Bid Dollar Amount		\$ 130,000.00	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
		Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: DUNE CONSTRUCTORS INC						
Address:	499 EMERALD AVE	\$			82.3%	1040
City/State:	OAKLAND CA	107,000.00				
Phone:	510-251-6100					
Company: 513 724						
Address:	477 ROSELAND WAY	\$		6.1%		
City/State:	OAKLAND CA	8,000.00				
Phone:	510-383-3536					
Company:						
Address:		\$				
City/State:						
Phone:						
Company:						
Address:		\$				
City/State:						
Phone:						
Company:						
Address:		\$				
City/State:						
Phone:						
TOTAL PARTICIPATION		\$0.00	0.0%	6.1%	82.3%	0.0%

APPROVAL- LBU Compliance Officer

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

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
	N/A				
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, 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 Proposal, 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.

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-3**

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:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>03/20/19</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>04/09/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-21 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 17 day of APRIL 20 19

Name of Bidder: D-LINE CONSTRUCTOR INC

Type of Organization: S-CORP

Signed by: [Signature] MATT CORFA

Title of Signer: EXECUTIVE VICE PRESIDENT

Address of Bidder: 499 EMBARRASSED OAKLAND 94606

Taxpayer Identification No. of Bidder: 45510 2845

Telephone Number: 510-251-6400

Fax Number: 510 251 - 6401

E-mail: MATT@DLINECONSTRUCTORS.COM Web Page: WWW.DLINECONSTRUCTORS.COM

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 944284 Class: C-21 Expiration Date: 06/30/20

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100000 7891

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6**

BID FORM AND PROPOSAL

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

From: CVE Demolition, Inc.
 (Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, 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.

PROJECT: Roosevelt Middle School Portable Demolition-Bid No. 19101

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

<u>Fifty Nine Thousand Seven Hundred & Eleven</u>	dollars	\$ <u>89,711⁰⁰</u>
Base Bid Amount		
<u>Fifteen thousand</u>	dollars	\$ <u>15,000.00</u>
Contingency Allowance Amount		
<u>One Hundred & Four Thousand Seven Hundred and Eleven</u>	dollars	\$ <u>104,711⁰⁰</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.		

Additive/Deductive Alternates:

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

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
 Portable Demolition
 Project No. 19101
 March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1**

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
	N/A				
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, 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 Proposal, 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.

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

BID FORM AND PROPOSAL DOCUMENT 00 40 01-3

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:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

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

No. <u>1</u> , Dated <u>03/20/2019</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>03/09/2019</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-21 license.
Building Moving/Demolition Contractor
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 requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Roosevelt Middle School
 Portable Demolition
 Project No. 19101
 March 13, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 17th day of April 20 19

Name of Bidder: CVE Demolition, Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: CEO/ President

Address of Bidder: 4263 N Selland Ave. Fresno, CA 93722

Taxpayer Identification No. of Bidder: 61-1505223

Telephone Number: (559) 222-1149

Fax Number: (559) 222-1174

E-mail: timw@cvecorp.com Web Page: cvecorp.com

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 905631 Class: A, B Expiration Date: 10/31/2019

No.: 905631 Class: C21, C22 Expiration Date: 10/31/2019

No.: 905631 Class: ASB, HAZ Expiration Date: 10/31/2019

Public Works Contractor Registration No.: 1000008301

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School

Portable Demolition

Project No. 19101

March 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6**

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, D-Line Constructors, Inc., as Principal ("Principal"),
and Liberty Mutual Insurance Company, as Surety
("Surety"), a corporation organized and existing under and by virtue of the laws of the State of
California and authorized to do business as a surety in the State of California, are held and firmly bound
unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee,
in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of
ten percent of the total amount bid Dollars (\$ 10%)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the
District for all Work specifically described in the accompanying bid for the following project: Roosevelt
Middle School Portable Demolition* ("Project" or "Contract"). *Project No. 19101

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID BOND
DOCUMENT 00 43 13-1**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21st day of March, 2019.

D-Line Constructors, Inc.

Principal



By

Liberty Mutual Insurance Company

Surety



By David K. Mahler, Attorney-in-Fact

Druml Bonding and Insurance Services

Name of California Agent of Surety

1135 Farragut Blvd., Foster City, CA 94404

Address of California Agent of Surety

(650) 341-8414

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**BID BOND
DOCUMENT 00 43 13-2**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200176-969027**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David F. Druml, David K. Mahler, Horace A. Nabers III

all of the city of Foster City state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of March, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

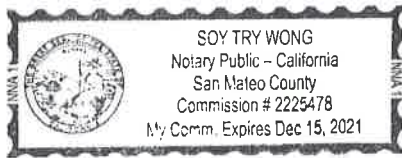
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On March 21, 2019 before me, Soy Try Wong, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared David K. Mahler
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Alameda)

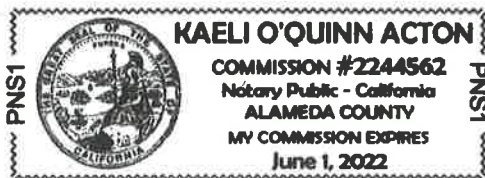
On March 27, 2019 before me, Kaeli O'Quinn Acton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JOSE A. Prada
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the EXECUTIVE VP of D-LINE CONSTRUCTORS, INC the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/17/19,
[Date]
at OAKLAND, CA.
[City] [State]

Date: 04/17/19
Proper Name of Bidder: D-LINE CONSTRUCTORS
Signature: MA MATT CERTA
Print Name: MATT CERTA
Title: EXECUTIVE VICE PRESIDENT

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Roosevelt Middle School
Portable Demolition
Project No. 19101
March 13, 2019

**NON-COLLUSION
DECLARATION
DOCUMENT 00 45 00**



DLINE-1

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2019

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 have ADDITIONAL INSURED provisions or 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 Beach & O'Neill Ins Associates License # 0K07568 7520 Greenback Ln Citrus Heights, CA 95610		916-676-0844		CONTACT NAME: Eddie Berg	
				PHONE (A/C, No, Ext): 916-676-0844	
				FAX (A/C, No): 916-676-0860	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Crum & Forster Spec. Ins. Co.	
				INSURER B: Zurich American Ins Co	
				INSURER C: Travelers Excess&Surplus Lines	
				INSURER D:	
				INSURER E:	
				INSURER F:	

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 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPK122719	05/21/2018	05/21/2019	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 \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAP028613001	05/21/2018	05/21/2019	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP51M3304918NF	05/21/2018	05/21/2019	EACH OCCURRENCE \$ 18,000,000 AGGREGATE \$ 18,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC028612901	05/21/2018	05/21/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job #19101, Roosevelt Middle School Portable Demolition 1926 E19th Street Oakland, CA / Oakland Unified School District is named as Additional Insured per endorsement EN0115-0211 and EN0320-0211. *Auto Additional Insured applies per endorsement U-CA-424-F CW (04-14). *Primary Wording applies per attached endorsement

CERTIFICATE HOLDER Oakland Unified School District 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 
--	--

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

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the Named Insured	Blanket when specifically required in a written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an 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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION-
ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by your ongoing operations performed for that insured by you, or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Roosevelt Modernization

Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name D-Line Constructors, Inc. Agency's Contact Tony Parada tony@dlineconstructors.com
OUSD Vendor ID # 003557 Vendor Title:
Address 499 Embarcadero Telephone (510) 261-6400
Oakland, CA Policy Expires:
Contractor History Previously been an OUSD contractor? ☐ Yes Worked as an OUSD employee? ☐ Yes
OUSD Project # 19101

Term

Date Work Will Begin 6/6/2019 Date Work Will End By 7/31/2019
(not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$145,000.00
Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount
Other Expenses Requisition Number

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9450 9680	Fund 21 Measure J	210-9450-0-9680-8500-6274-213-9180-9905-9999-99999	6274	\$145,000.00

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, Department of Facilities Planning and Management	Signature	Date Approved	5/11/19	
General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	5/14/19	
Deputy Chief, Department of Facilities Planning and Management	Signature	Date Approved		
Senior Business Officer, Board of Education	Signature	Date Approved		
President, Board of Education	Signature	Date Approved		