

LEGISLATIVE FILE

File ID No. 11-0804
Introduction Date 4-19-2011
Enactment No. 11-0701
Enactment Date 4-27-11
by AS

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education

April 27, 2011

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Award of Bid and Construction Contract - A&E Emaar - Montclair Elementary

ACTION REQUESTED

Approval by the Board of Education of Resolution No. 1011-0159, Award of Bid and Construction Contract on behalf of the District for the Montclair Elementary School Project to A&E Emaar 727 San Pablo, Albany CA 94706 in the amount of \$570,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 59 Calendar Days, commencing April 29, 2011, and ending on October 6, 2011.

BACKGROUND

All of the above work to be performed in preparation for the building of a new two story, ten classroom and multipurpose building. Current contract amount of \$570,000.00 includes \$20,000.00 owner allowance.

STRATEGIC ALIGNMENT

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

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

is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

DISCUSSION

The scope of the project is to provide relocation of five sites portables, delivery and installation of two additional portable classrooms, demolition of two existing portables and the cafeteria, installation of underground utilities for the new school and installation of a new site fire hydrant.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

0.00%

FISCAL IMPACT

The funding source for this project is GO Bond Measure B.

RECOMMENDATION

Approval by the Board of Education of Resolution No. 1011-0159, Award of Bid and Approval by the Board of Education of Resolution No. 1011-0159, Award of Bid and Construction Contract on behalf of the District for the Montclair Elementary School Project to A&E Emaar 727 San Pablo, Albany CA 94706 in the amount of \$570,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 59 Calendar Days, commencing April 29, 2011, and ending on October 6, 2011.

Key

code:

1439901811-6271

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

RESOLUTION NO. 1011-0159

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MONTCLAIR INTERIM HOUSING PHASE 2 PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids relocation of five site portables, delivery and installation of two additional portable classroom, demolition of two existing portables and the cafeteria, installation of underground utilities for the new school and installation of the Montclair Elementary School, for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
A&E Emaar	Albany, CA	\$570,000.00
Riverview Construction	West Sacramento	\$597,000.00

and,

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

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

RESOLUTION NO. 1011-0159

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MONTCLAIR INTERIM HOUSING PHASE 2 PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **A&E EMAAR**, for the performance of the bid work, in the amount of **FIVE HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$570,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: **David Kakishiba, Jumoke Hodge, Christopher Dobbins,
Alice Spearman, Vice President Jody London and
President Gary Yee**

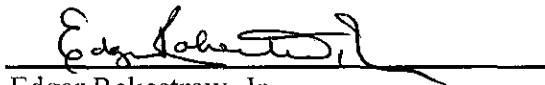
NOES: **None**

ABSTAINED: **None**

ABSENT: **Noel Gallo**

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 April 27, 2011.

File ID Number: 11-0804
Introduction Date: 4-19-11
Enactment Number: 11-2701
Enactment Date: 4-27-11
By: ES



Edgar Rakestraw, Jr.
Secretary, Board of Education

AGREEMENT

THIS AGREEMENT is made as of the 25th day of March by and between District and A&E EMAAR, whose place of business is at 727 San Pablo, Albany, CA 94706 hereinafter called "Contractor", and the Oakland Unified School District, hereinafter referred to as "OUSD", acting under and by virtue of the authority vested in OUSD by the laws of the State of California.

WHEREAS, OUSD, by its Resolution No. 1011-0159 to be adopted on the 27th day of April (a copy of which is attached and made a part of this Agreement), awarded to Contractor the following contract:

Montclair Interim Housing Phase 2
At
MONTCLAIR ELEMENTARY SCHOOL
6328 East 17th Street
Oakland, CA 94611

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and OUSD agree as follows:

Article I. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in strict accord with the plans and specifications, in accordance with the terms and conditions of the Contract Documents.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by Gould, Evans, Baum, Thornley, who shall have the rights assigned to Architect/Engineer ("A/E") in the Contract Documents.
- 2.2 OUSD will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

Article III. Contract Time

- 3.1 The Work will be completed as follows:
The Work will be conducted in one (1) phase. Contract Duration: 59 days, commencing April 29, 2011, and ending on October 6, 2011.
- 3.2 Liquidated Damages.

Consistent with Article 9, Section 9.08 of Document 00700 General Conditions, Contractor and OUSD agree that if Contractor fails to achieve completion of the Work within the time specified in paragraph 3.1, then, as liquidated damages for delay, Contractor shall pay \$1,000.00 for each day that expires after the time specified in Paragraph 3.1 hereof until Work is completed.

Article IV. Contract Sum

- 4.1 OUSD shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents. The Contract Sum is \$(570,000.00) five hundred seventy thousand dollars and no cents.

Article V. Contract Documents

- 5.1 The Contract Documents which comprise the entire agreement between OUSD and Contractor concerning the Work consist of the following: Montclair Interim Housing Phase 2.

Article VI. Miscellaneous

- 6.1 Terms used in this Agreement are defined in Document 00700 General Conditions, Article 1, Section 1.03, paragraphs A.1 through A.50 and will have the meaning indicated therein.
- 6.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of OUSD or acting as an employee or representative of OUSD Authority, liable on this Contract, or upon any warranty of authority, or otherwise.
- 6.3 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time OUSD tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.4 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed part of the Contract Manual and are on file at OUSD office, and shall be made available to any interested party on request.
- 6.5 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports on the first day of February, May, August and November during the preceding quarter year; at the completion of Contractor's and each of Contractor's subcontractors' contracts; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 6.6 All terms and conditions required by law are deemed part of the Contract Documents.
- 6.7 This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California law.

IN WITNESS WHEREOF, Contractor has executed this Agreement, and the District, by its Board of Directors, who is authorized to do so, has executed this agreement.

CONTRACTOR:

By: Usama El-Said
Title: manager

Dated: 4/4/11

OAKLAND UNIFIED SCHOOL DISTRICT

By: Gary Yee
Gary Yee, President, Board of Education

Dated: 4/28/11

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., District Secretary

Dated: 4/28/11

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

Dated: _____

Approved as to form:

Cate Boskoff
Cate Boskoff, Facilities Counsel

Dated: 4.7-11

Attachments: COPY OF RESOLUTION NO. 1011-0159 to be Adopted April 27, 2011

Contractor: A&E Emaar
School: Montclair Elementary School
Funding: General Obligation Bond-Measure B

File ID Number: 11-0804
Introduction Date: 4-19-11
Enactment Number: 11-0701
Enactment Date: 4-27-11
By: JS

END OF DOCUMENT



Bond #1000881711
Premium: Included

Section 00430

OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, A & E Emaar, 727 San Pablo Avenue #220,
Albany, CA 94706

(Insert name and address of contractor)

as contractor and principal, has this day entered into a contract with the Oakland Unified School District of Alameda County, State of California, to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services in accordance with the plans(s) and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is hereunto annexed and made a part hereof is entitled : Montclair Interim Housing Phase 2

(Insert contract title, including project name and number)

and

WHEREAS, the Oakland Unified School District, in accordance with California Civil Code sections 3247 and 3248, requires public works contractors to file with the body by whom such contract was awarded a good and sufficient bond to secure payment to and the claims of 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract. Section 3248 further requires that the surety (ies) on said bond securing said claim and payment will pay for the payments, claims and obligations described herein and in case suit is brought upon the bond, said surety (ies) shall pay a reasonable attorney's fee, to be fixed by the court.

WITNESSETH: That the contractor and principal named herein above, and
U.S. Specialty Insurance Company, 601 South Figueroa Street,
Suite 1600, Los Angeles, CA 90017

(Insert name and address of surety)

as surety, are held and firmly bond unto all materialmen and persons named in California Civil Code section 3181, and others having claims to which reference is made herein

above, who may furnish materials, provisions, or other supplies, teams, implements, or machinery to the said contractor, for the said work contracted to be done, and all persons who may perform work and labor of any kind or nature upon the same and their assigns and unto the State of California acting by and through the California Employment Stabilization Commission for the amounts due under the Unemployment Insurance Act with respect to such work or labor, in the sum of Five hundred seventy thousand and no/100

Dollars(\$ 570,000.00).

(Insert bond amount, which must be 100% of the total contract amount)

lawful money of the United States of America, being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as witnessed by these present;

In accordance with California Civil Code sections 3247 and 3248, the condition of the above obligation is such that if the contractor in said contract named and referenced herein, or subcontractors of said contractor, shall fail to pay: 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract and for any materials, provisions, provender or other supplies, or teams, implements or machinery used in, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, the said surety will pay for the same in an amount not to exceed the sum hereinbefore specified, and also in case suit is brought upon such bond, a reasonable attorney's fee to be fixed by the Court in connection with said claim or claims, otherwise, this bond shall be null and void.

No alteration of any provision of said contract or in said plans or specifications agreed to between the said contractor and the Oakland Unified School District, as may be made by its authorized representative(s) shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety and sureties hereby waives the provisions of California Civil Code Section 2819.

This bond is hereby sealed with our seals and dated this 24th day of March 2011 by us as surety or sureties.

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY,

AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

SIGNATURE OF CONTRACTOR AND PRINCIPAL

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Contractor.

A & E Emaar

By: Usama El-Sawad

By: [Signature]

(Seal)

Dated: 3/28/11

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

See attached

Name of Surety:

U.S. Specialty Insurance Company

Address of Surety:

601 South Figueroa Street, Suite 1600

Los Angeles, CA 90017

(City)

(State)

By: Cecily M. Gipson
Cecily M. Gipson, Attorney-in-fact

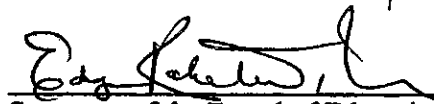
By: _____
Signature of Surety Seal

Dated: March 24, 2011

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the Board of Education this 27th day of April, 2011.

By:



Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

THIS SIGNATURE PAGE IS TO BE USED ONLY IN CASE OF MULTIPLE SURETIES

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

Name of Surety:

Address of Surety:

(City)

(State)

By: _____

By: _____

Signature of Surety

Seal

Dated: _____

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the Board of Education this _____ day of _____, 20__.

By: _____

Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY, AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

POWER OF ATTORNEY

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

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

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Four Million***** Dollars (\$ **4,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

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

Corporate Seals



By:

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

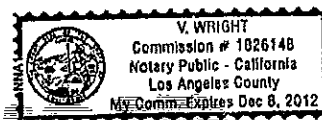
On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature

[Signature]

(Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of March, 2011.

Corporate Seals

Bond No. 1000881711
Agency No. 2009



Jeannie J. Kim, Assistant Secretary

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

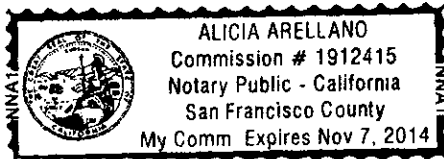
On March 24, 2011 before me, Alicia Arellano, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Cecily M. Gipson

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

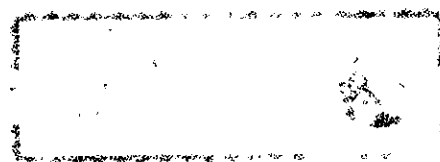
☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



State of California)
County of Alameda)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 3/25/11 before me, Gloria Lloyd, Notary Public
(here insert name and title of the officer)
personally appeared Usama Mohamed Elsaied

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.

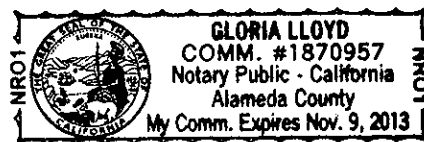
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gloria Lloyd

(Seal)



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Contractor's
Payment Bond,
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other, _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____



SECTION 00420

OAKLAND UNIFIED SCHOOL DISTRICT
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

A & E Emaar

as principal, and U.S. Specialty Insurance Company

as surety, are held and firmly bound unto the Oakland Unified School District of Alameda County, State of California, in the sum of Five hundred seventy thousand and no/100—

Dollars (\$570,000.00) lawful money of the United States of America for the payment of which sum well and truly to be made to said Oakland Unified School District of Alameda County, State of California, we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of March
20 11.

This condition of the above obligation is such that whereas the above named bounden principal entered into a contract of even date herewith, with the said school district by the terms and conditions of which said contract said principal agreed to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services required in the performance thereof in accordance with the plan(s) and specifications now on file in the office of the governing board thereof, as will more fully appear by reference to the said contract, which said contract is hereunto annexed and made a part hereof and is entitled Montclair Interim Housing Phase 2

(Title of Contract, Including Project Name and Number.)

NOW, THEREFORE, if the above named bounden principal shall well and truly carry out, execute and perform all things to be carried out, executed and performed by said principal according to the terms and conditions of said contract, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provision of said contract or in said plan(s) or specifications agreed to between the said contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Only the Oakland Unified School District, as the named obligee herein, is entitled to the benefits provided pursuant to this Performance Bond. By execution of this agreement, the surety agrees that if the principal is given a notice of default by the Oakland Unified School District, a copy of which is also given to the surety, and the principal fails within a seven-day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the surety shall promptly investigate the principal's failure to perform under the terms and conditions of the contract and provide the District's Director of Facilities with a written notice that the surety has commenced investigation of the matter. Within a two week period following District's written notice of default from the District to the principal as required herein, the surety shall assume the principal's obligations under the contract and commence correction of the principal's default, or proceed with such remedies as the District elects, in accordance with the terms and conditions of the contract.

The obligations of this Performance Bond shall survive termination of the Agreement between the principal and the project owner (obligee).

(Original and duplicate to be signed by principal and surety; both are to be acknowledged and acknowledgment slip and notarial seal to be attached)

A & E Enaar

By

By

(Seal)

PRINCIPAL

U.S. Specialty Insurance Company

Name of Surety

601 South Figueroa Street, Suite 1600

Street Address of Surety

Los Angeles, CA 90017

City

State

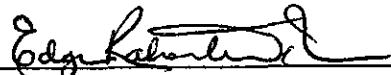
By

Signature of Surety

(Seal)

Cecily M. Gipson, Attorney-in-fact

The foregoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the Board of Education this 27th day of April 2011.

By 
Secretary of the Board of Education of the City
of Oakland and of the Oakland Unified School
District of Alameda County, State of California

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE
SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH
SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY,
AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT
FORM AND NOTORIAL SEAL.)

POWER OF ATTORNEY

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

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

Anthony F. Angelicola or Cecily M. Gipson of San Francisco, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Four Million**** Dollars (\$ **4,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

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

Corporate Seals



By: 
Daniel P. Aguilar, Vice President

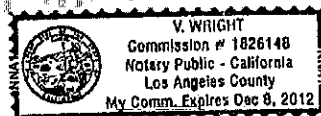
State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature  (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of March, 2011.

Corporate Seals

Bond No. 1000881711
Agency No. 2009




Jeannie J. Kim, Assistant Secretary

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

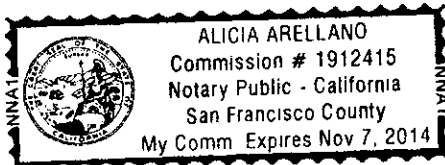
CIVIL CODE § 1189

State of California

County of San Francisco

On March 24, 2011 before me, Alicia Arellano, Notary Public,
Date Here Insert Name and Title of the Officer

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

State of California)
County of Alameda)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

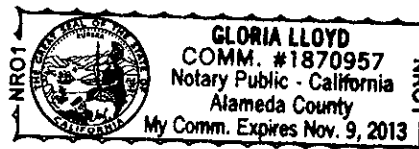
On 3/25/11 before me, Gloria Lloyd, Notary Public
(here insert name and title of the officer)
personally appeared Usama Mahamed Elsaid

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 Gloria Lloyd



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Faithful Performance Bond containing pages, and dated .

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/23/2011PRODUCER
United Insurance Brokers
1215 9th Ave
San Francisco Ca 94709THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
A&E Emaar
727 San Pablo Ave #220
Albany CA 94122

INSURER A: American General Liability

INSURER B: Safeco

INSURER C: First Comp

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR ISSUED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 05570000138-1	1/25/2011	01/25/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MCD EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	A2735197	12/29/2010	12/29/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FL 152412	01/25/2011	01/25/2012	WC STATU- TORY LIMITS IOTH- ER \$
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
D	OTHER Builders Risk	680-UX10531	03/22/2011	03/22/2012	Builders Risk Limit \$750,000 Deductible \$5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oakland Unified School District
Montclair Interim Housing Phase 2

CERTIFICATE HOLDER

Oakland Unified School District
its officers and project manager as additional insured
955 High St
Oakland Ca 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES
AUTHORIZED REPRESENTATIVE

"Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: Oakland Unified School District,
Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: AWE Enmar
California State License Number: 896091
Job Name and Number: Montclair Interim Housing - 07050-2
Name and Signature of Usame El-Said
Authorized Person: _____
(Print Name)

(Title) manager

(Signature) [Signature]

(Telephone Number) 510-283-5337

(Facsimile Number) 510-527-3614

A & E Emaar

727 San Pablo Ave #240, Albany CA 94706
(510) 253-5337 - Fax: (510) 527-3614
CSLB: 896091

Date: 3/25/11

John Esposito
OUSD
955 High Street
Oakland CA 94601

Dear John

Enclosed find:

- 1- Duplicates of both performance and payment bonds
- 2- Insurance Accord
- 3- A&E Emaar letter of ascent
- 4- Our Local Surety agent is

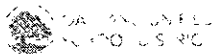
First Pacific Bonding
Att Cicely Gipson
5 - 3rd street, suite 825
SF, CA 94103

Tel (415) 543-0111
Fax (415) 543-7951

Sincerely yours,



Usama El-Saied



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Montclair Interim Housing Phase 2	Site	Montclair Elementary School
--------------	-----------------------------------	------	-----------------------------

Basic Directions

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

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

Contractor Information

Contractor Name	A&E Emaar	Agency's Contact	Usama El Saied				
OUSD Vendor ID #	V05913	Title	Project Manager				
Street Address	727 San Pablo Avenue	City	Albany	State	CA	Zip	94706
Telephone	510-253-5337	Policy Expires	1-25-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	07050-2						

Term

Date Work Will Begin	4-29-2011	Date Work Will End By (not more than 5 years from start date)	10-6-2011
----------------------	-----------	--	-----------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$570,000.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6271	\$570,000.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	4-5-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	4-5-11		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			