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Introduction Date	5-27-2015
Enactment Number	15-0701
Enactment Date	5/27/15 <i>aw</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# MEMO

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer *MST*  
*IPB* Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 27, 2015

**Subject** Award of Bid - O.C. Jones & Sons, Inc. - Skyline High School Turf Field Replacement Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1129, Award of Bid and Construction Contract on behalf of the District for the Skyline High School Turf Field Replacement to O.C. Jones & Sons, Inc., 155 Filbert Street, Oakland, CA 94607 in the amount of \$1,428,500.00, 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: Eighty (80) days Calendar Days, commencing May 27, 2015, and ending on August 15, 2015.

**Background** The scope of the project is provide removal of existing synthetic turf athletic field and running track, installation of new synthetic turf athletic field and running track; expanded concrete walkway with handrail; chain link fencing and gates, rebuild service road, including, but not limited to, off-haul of existing, drainage clearing and or correction, grading, asphalt, concrete flatwork, and concrete swales.

**Discussion** The synthetic turf and track's condition will soon be not usable for high school athletics and needs replacement. The service road is in disrepair and needs to be rebuilt.

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1129, Award of Bid and Construction Contract on behalf of the District for the Skyline High School Turf Field Replacement to O.C. Jones & Sons, Inc., 155 Filbert Street, Oakland, CA 94607 in the amount of \$1,428,500.00, 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: Eighty (80) days



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Calendar Days, commencing May 27, 2015, and ending on August 15, 2015.

**Fiscal Impact**

**Measure J**

**Attachments**

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

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

**RESOLUTION NO. 1415-1129**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
SKYLINE HIGH SCHOOL TURF FIELD REPLACEMENT PROJECT**

**WHEREAS the DISTRICT** has heretofore requested bids to provide removal of existing synthetic turf athletic field and running track, installation of new synthetic turf athletic field and running track; expanded concrete walkway with handrail; chain link fencing and gates, rebuild service road, including, but not limited to, off-haul of existing, drainage clearing and or correction, grading, asphalt, concrete flatwork, and concrete swales for the Oakland Unified School District of Alameda County, California, and;

**WHEREAS** three (3) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
O.C. Jones & Sons	Oakland, CA	\$1,428,500.00
Granite Rock	Oakland, CA	\$1,432,175.00
McGuire & Hester	Oakland, CA	\$1,569,000.00

and,

**WHEREAS**, the lowest bidder failed to acknowledge receipt of the addendum, 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;

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

**RESOLUTION NO. 1415-1129**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
SKYLINE HIGH SCHOOL TURF FIELD REPLACEMENT PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **O.C. JONES & SONS, INC.** , for the performance of the bid work, in the amount of **ONE MILLION, FOUR HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$1,428,500.00)** 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 **O.C. JONES & SONS, INC.** for the performance of bid work.

Passed by the following vote:

**AYES:** Roseann Torres, Shanthi Gonzales, Nina Senn, Aimee Eng, Jumoke Hinton Hodge, Vice President Jody London, President James Harris

**NOES:** None

**ABSTAINED:** None

**ABSENT:** None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 27, 2015.



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Antwan Wilson, Superintendent  
Secretary, Board of Education

File ID Number: 15-0876  
Introduction Date: 5/22/15  
Enactment Number: 15-0701  
Enactment Date: 5/27/15  
By: AS



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

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 14<sup>th</sup> day of April, 2016, by and between the Oakland Unified School District ("District" or "Owner") and O.C. Jones & Sons, 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: Skyline High School Turf Field Replacement

PROJECT NO.: 13197

RESOLUTION NUMBER: 1415-1129

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 Eighty (80) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing

the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by August 15, 2015.**

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



7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **Class A HAZ, No.: 759729** 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 million, two hundred forty thousand dollars and no cents**

**(\$1,240,000.00), (Base Contract Amount)**

+ **One hundred fifty-two thousand, five hundred dollars and no cents**

**(\$152,500.00), (Contingency Allowance Amount)**

1<sup>st</sup> Alt. **Thirty thousand dollars and no cents**

**(\$30,000.00)**

2<sup>nd</sup> Alt. **Six thousand dollars and no cents**

**(\$6,000.00)**

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= **One million, four hundred twenty-eight thousand, five hundred dollars and no cents**

**(\$1,428,500.00), ("Contract Price")**

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

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

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



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

*Susie Butler Berkley 4-22-2015*

Susie Butler-Berkley  
Contract Analyst

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

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

Dated: April 20, 2015

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_**CONTRACTOR**

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

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

Print Name: James Harris

Print Name: Greg Souder

Print Title: President, Board of Education

Print Title: Secretary

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

Print Name: Antwan Wilson, Superintendent


Print Title: Secretary, Board of Education

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

Print Name: Lance Jackson

Print Title: Interim Deputy  
Facilities, Planning and Management

**Approved as to Form:**

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

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between the Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

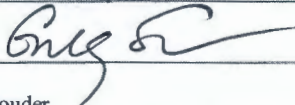
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT



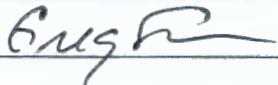




I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

END OF DOCUMENT



DOCUMENT 00 45 65

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

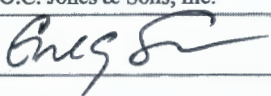
This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

END OF DOCUMENT

**DOCUMENT 00 45 70**

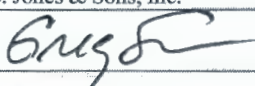
**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. ("Contractor" or "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

**END OF DOCUMENT**

DOCUMENT 00 45 75

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

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OAKLAND UNIFIED SCHOOL DISTRICT  
Skyline High School  
Turf Field Replacement  
Project No. 13197  
March 8, 2015

LEAD-BASED MATERIALS CERTIFICATION  
DOCUMENT 00 45 75-1



The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

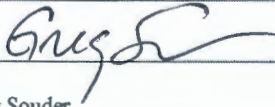
The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

**END OF DOCUMENT**



DOCUMENT 00 45 80

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: [ ] Delivery Firm/Transporter [ ] Supplier [ ] Manufacturer [ ] Wholesaler [ ] Broker [ ] Retailer [ ] Distributor [X] Other Contractor
Type of Entity: [X] Corporation [ ] General Partnership [ ] Limited Partnership [ ] Limited Liability Company [ ] Sole Proprietorship [ ] Other

Name of firm ("Firm"): O.C. Jones & Sons, Inc.

Mailing address: 155 Filbert St., Ste. 252, Oakland, CA 94607

Addresses of branch office used for this Project: 155 Filbert St., Ste. 252, Oakland, CA 94607

If subsidiary, name and address of parent company: n/a

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: [Handwritten Signature]

Print Name: Greg Souder

Title: Secretary

END OF DOCUMENT

DOCUMENT 00 45 85

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

Skyline HS Turf Replacement/13197

PROJECT/CONTRACT NO.: \_\_\_\_\_ between \_\_\_\_\_ the Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

X Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.


2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).



Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

END OF DOCUMENT

**DOCUMENT 00 45 90**

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)**

PROJECT/CONTRACT NO.: Skyline HS Turf Replacement/13197 between Oakland Unified School District (the "District" or the "Owner") and O.C. Jones & Sons, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ **[Your Name]**, \_\_\_\_\_ **[Firm Name]**  
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Address of branch office used for this Project: \_\_\_\_\_  
If subsidiary, name and address of parent company: \_\_\_\_\_

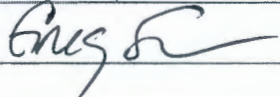
For Projects without substantive roofing components, check the following box and execute this certification:

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 4/20/15

Proper Name of Contractor: O.C. Jones & Sons, Inc.

Signature: 

Print Name: Greg Souder

Title: Secretary

END OF DOCUMENT

---

OAKLAND UNIFIED SCHOOL DISTRICT  
Skyline High School  
Turf Field Replacement  
Project No. 13197  
March 8, 2015

ROOFING CONTRACT CERTIFICATION  
DOCUMENT 00 45 90-2



EXECUTED IN DUPLICATE

Bond No.: 070019753

Premium: Included in

Performance Bond

DOCUMENT 00 61 15

**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and O.C. Jones & Sons, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Skyline High School Turf Field Replacement Project No.: 13197 (Project Name)  
("Project" or "Contract") Resolution Number: 1415-1124

which Contract dated April 14, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and 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 penal sum of:

One Million Four Hundred Twenty Eight Thousand Five Hundred and no/100\*\*\*\*\* DOLLARS

(\$1,428,500.00\*\*\*\*\*), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Skyline High School  
Turf Field Replacement  
Project No. 13197  
March 8, 2015

PAYMENT BOND  
DOCUMENT 00 61 15 -1

EXECUTED IN DUPLICATE

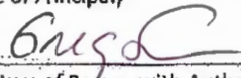
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of April, 2015.

**Principal**

O.C. Jones & Sons, Inc.

(Name of Principal)



(Signature of Person with Authority)

Greg Souder, Secretary  
(Print Name)

**Surety**

Liberty Mutual Insurance Company

(Name of Surety)



(Signature of Person with Authority)

Kathleen Beck, Attorney-in-Fact  
(Print Name)

Edgewood Partners Insurance Company (EPIC)  
(Name of California Agent of Surety)

1390 Willow Pass Road #800, Concord, CA 94520  
(Address of California Agent of Surety)

800-234-6363  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Skyline High School  
Turf Field Replacement  
Project No. 13197  
March 8, 2015

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

**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 4/23/15 before me, Heidi Faria, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Greg Soudin  
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 Heidi Faria  
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: Payment Bond Document Date: 4/22/15  
Number of Pages: 2 Signer(s) Other Than Named Above: Kathleen Bick

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

Signer's Name: Greg Soudin  
 Corporate Officer Title(s): Secretary  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: O.C. Jones & Sons, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 6775940

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Billy G. Bergan; Kathleen Beck; Patricia L. Drew; Susan Peragallo

all of the city of Concord, state of CA 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 7th day of November, 2014.

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

By: David M. Carey  
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 22nd day of April, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, 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.



EXECUTED IN DUPLICATE

Bond No.: 070019753  
Premium: \$8,728.00

**DOCUMENT 00 61 14**

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and O.C. Jones & Sons, 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:

Skyline High School Turf Field Replacement Project No. 13197 (Project Name)  
("Project" or "Contract") Resolution Number: 1415-1124

which Contract dated April 14, 2015, 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 Million Four Hundred Twenty Eight Thousand Five Hundred and no/100 DOLLARS

(\$ 1,428,500.00); lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Skyline High School  
Turf Field Replacement  
Project No. 13197  
March 8, 2015

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

EXECUTED IN DUPLICATE

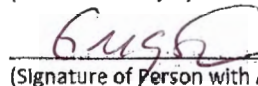
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension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

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

Liberty Mutual Insurance Company  
1340 Treat Blvd. #500, Walnut Creek, CA 94597  
**Attention:** Ed Campos  
**Telephone No.:** ( 925 ) 979-6705  
**Fax No.:** ( 866 ) 547 - 7993  
**E-mail Address:** eduardo.campos@libertymutual.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of April, 2015.

**Principal**

O.C. Jones & Sons, Inc.  
(Name of Principal)  
  
(Signature of Person with Authority)  
Greg Souder, Secretary  
(Print Name)

**Surety**

Liberty Mutual Insurance Company  
(Name of Surety)  
  
(Signature of Person with Authority)  
Kathleen Beck, Attorney-in-Fact  
(Print Name)  
Edgewood Partners Insurance Company (EPIC)  
(Name of California Agent of Surety)  
1390 Willow Pass Road #800, Concord, CA 94520  
(Address of California Agent of Surety)  
800-234-6363  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Skyline High School**  
**Turf Field Replacement**  
**Project No. 13197**  
**March 8, 2015**

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



**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 Contra Costa )

On April 22, 2015 before me, Catherine Hernandez, Notary Public  
*Date* *Insert Name and Title of the Officer*

personally appeared Kathleen Beck  
*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 PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Catherine Hernandez  
*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: Payment Bond Document Date: April 22, 2105  
Number of Pages: 2 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: Liberty Mutual Insurance  
Company

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 6775941

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Billy G. Bergan; Kathleen Beck; Patricia L. Drew; Susan Peragallo

all of the city of Concord, state of GA 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 7th day of November, 2014.

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

By: David M. Carey  
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 26, 2017  
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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 22nd day of April, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, 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.





Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b> Oliver De Silva Inc dba Gallagher	Base Bid:	\$ 1,500,000.00	<b>Required Day of Bid:</b>
Address: 344 High Street	Allowance:	\$ 152,500.00	Signed Bid Form
City/State: Oakland, CA	<b>TOTAL:</b>	\$ 1,652,500.00	Addendum Acknow.
Phone: 510-261-0466	Alternates# 1	\$ 22,000.00	Bid Bond
Fax: 510-261-0478	Alternates# 2	\$ 8,000.00	Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	1:50 PM	4/8/2015	Contractor's Sub List
			<b>Required Doc's within 24 hrs</b>
	<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z
	2:15 PM	4/8/2015	Local Business Participation Form
			DVBE Forms
<b>Company:</b> Hellas Construction, Inc	Base Bid:	\$ 1,560,000.00	<b>Required Day of Bid:</b>
Address: 2191 S. El Camino Real Ste 205	Allowance:	\$ 152,500.00	Signed Bid Form
City/State: Oceanside, CA	<b>TOTAL:</b>	\$ 1,712,500.00	Addendum Acknow.
Phone: 442-500-8161	Alternates# 1	\$ 26,341.00	Bid Bond
Fax: 844-274-1494	Alternates# 2	\$ 27,900.00	Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	1:39 PM	4/8/2015	Contractor's Sub List
			<b>Required Doc's within 24 hrs</b>
	<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z
	2:15 PM	4/8/2015	Local Business Participation Form
			DVBE Forms
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:		Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
			<b>Required Doc's within 24 hrs</b>
	<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms
<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:		Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Long Form Pre-Q
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
			<b>Required Doc's within 24 hrs</b>
	<u>Time Opened</u>	<u>Date Opened</u>	Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Written By:

Read By: Juanita White



DOCUMENT 00 41 13

BID FORM REVISED

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

From: O.C. Jones & Sons, Inc. \_\_\_\_\_  
(Proper Name of Bidder)

DIR 10 Digit Registration No.: 1000002320

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 13197**

PROJECT: Skyline High School Turf Field Replacement

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

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

One million two hundred forty thousand dollars	\$ 1 240 000. <sup>00</sup>
<b>BASE BID Amount</b>	
One Hundred Fifty Two Thousand Five Hundred	\$152,500.00
<b>Contingency Allowance Amount</b>	

one million three hundred ninety two thousand five hundred dollars	\$ 1 392 500. <sup>00</sup>
<b>TOTAL BID Amount</b>	

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

Additive/Deductive Alternates:

Alternate #1

Thirty thousand dollars \$ 30 000.<sup>00</sup>

Additive:

Midfield logo and end zone lettering as described in Section 01 30 00,  
Alternates, 2.01

Alternate #2

six thousand dollars \$ 6 000.<sup>00</sup>

Additive:

LaCross striping for girls and boys as described in Section 01 30 00,  
Alternates, 2.02

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
  - a. \$ 18.<sup>25</sup> /sf cost of e-layer repair as described in 01 70 00, 02 41 00, 32 18 24
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
  - Iran Contracting Act Certification

8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>4/3/15</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.



12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 8th day of April, 2015

Name of Bidder O.C. Jones & Sons, Inc.

Type of Organization Corporation

Signed by 

Title of Signer Greg Souder

Address of Bidder 155 Filbert Street, Suite 252, Oakland, CA 94607

Taxpayer's Identification No. of Bidder 94-3320164

Telephone Number 510-526-3424

Fax Number 510-526-0990

E-mail gsouder@ocjones.com Web page www.ocjones.com

Contractor's License No(s): No.: 759729 Class: A HAZ Expiration Date: 3/31/17

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: O.C. Jones & Sons, Inc.

President: Kelly Kolander

Secretary: Greg Souder

Treasurer: Elizabeth Yoshida

Manager: Rob Layne

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: O.C. Jones & Sons, Inc.  
 Project: Skyline High School Turf Field Replacement  
 Project #: 13197  
 Estimate:

Bid Opening Date: 4/8/15  
 Time: 2:00 PM  
 Project Mgr:  
 Architect:

Base Bid Dollar Amount	\$	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.
<b>PRIME Company:</b> O.C. Jones & Sons, Inc. Address: 155 Filbert St., Ste. 252 City/State: Oakland, CA 94607 Phone: 510-526-3424	\$ 511,000	41.21			7150
<b>Company:</b> North American Fence & Railing, Inc. Address: 515 23rd Ave. City/State: Oakland, CA 94606 Phone: 510-436-0755	\$ 15,800		1.27		5389
<b>Company:</b> Gallagher & Burke Address: 344 High Street City/State: Oakland, CA Phone: 925-829-1446	\$ 60,000				5200
<b>Company:</b> Focon Address: 1305 Franklin St., Ste. 301 City/State: Oakland, CA 94612 Phone: 510-465-6319	\$ 3,000		0.24		5077
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>
	\$582,766	46.01%	1.51%		

APPROVAL- LBU Compliance Officer

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

**LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY**

PRIME: O.C. Jones & Sons, Inc.  
 Project: Skyline High School Turf Field Replacement  
 Project #: 13197  
 Estimate:

Bid Opening Date: 4/8/15  
 Time: 2:00 PM  
 Project Mgr:  
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b> S&S Trucking Address: 477 Roland Way City/State: Oakland, CA 94621 Phone: 510-383-3556	\$ 106,000		8.55		1227
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

\$106,000 8.55%

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

APPROVAL- LBU Compliance Officer \_\_\_\_\_

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





Eric Scheuermann <eric.scheuermann@ousd.k12.ca.us>

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## LBU Calculations for Skyline HS Turf Replacement Project

1 message

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shonnell@360tcpr.com <shonnell@360tcpr.com>

Mon, Apr 13, 2015 at 5:26 PM

To: Juanita White <Juanita.White@ousd.k12.ca.us>, Eric Scheuermann <eric.scheuermann@ousd.k12.ca.us>

Cc: Shonda Scott <shonda@360tcpr.com>

Juanita/Eric,

Based on the information received, **O.C. Jones & Sons, Inc.** is the lowest responsive bidder for the **Skyline HS Turf Field Replacement Project** (Project #13197), due to the specialized material and the availability of certified local firms . If you have any questions/concerns, please do not hesitate to contact me.

*Thank you,*

Shonnell Frost-Gibbs | 360 Total Concept, LLC  
Shonnell@360tcpr.com | www.360tcpr.com



LBP\_CALCULATION\_Skyline\_HS\_Turf\_Replacment\_DueDate\_04-08-2015.pdf

142K

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **O.C. Jones & Sons, Inc**  
 Project: Skyline HS Turf Field Replacement  
 Project #:13197  
 Estimate: \$1,525,000

Date: Wednesday, April 8, 2015  
 Time: 2:00 pm  
 Project Mgr: Eric Scheuermann  
 Architect: Verde Design, Inc.

**Based Bid** \$ 1,240,000.00  
**Verified Local Business Participation** 2.0% \$ 24,800.00  
**Based Bid W/ LBP Discount** \$ 1,215,200.00

	LBE	SLB	SLBR	COMMENTS:
<b>Company: O.C. Jones</b>	41.21%			1
Address: 155 Filbert Street, Ste. 252				2
City/State: Oakland, CA				3
Phone:(510)526-3426				4
<b>Company: Gallagher &amp; Burk, Inc.</b>	4.84%			1
Address: 344 High Street				2
City/State: Oakland, CA 94601				3
Phone:(510)829-1446				4
<b>Company: North American Fence &amp; Railing</b>		1.27%		1
Address: 515 23rd Avenue				2
City/State: Oakland, CA				3
Phone:(510)436-0755				4
<b>Company: Focon</b>			0.24%	1
Address: 1305 Franklin St., Ste. 301				2
City/State: Oakland, CA				3
Phone:(510)465-6319				4
<b>Company: S &amp; S Trucking</b>		8.55%		1
Address: 477 Roland Way				2
City/State: Oakland, CA				3
Phone:(510)383-3556				4
<b>TOTAL PARTICIPATION</b>	46.05%	9.82%	0.24%	<b>56.11%</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2015



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

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

PRODUCER CA LIC 0B29370 1-925-798-6334 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668  Concord, CA 94524  INSURED O.C. Jones & Sons, Inc. Lisa Larratt 1520 Fourth Street  Berkeley, CA 94710	CONTACT NAME: Jill Shorten PHONE (A/C, No, Ext): 925-822-9086 E-MAIL ADDRESS: Jill.Shorten@epicbrokers.com FAX (A/C, No): 925-609-5373  INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: ALLIED WORLD ASSUR CO US INC 19489 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES      CERTIFICATE NUMBER: 43478001      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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU & Contractual Incl X Gen Agg per Endt \$10MM GEN'L AGGREGATE LIMIT APPLIES PER. POLICY X PRO-JECT LOC	X X	GL5094637	04/01/15	04/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Comp \$250 Ded Coll \$500 Ded	X X	CA5196394	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		03054473	04/01/15	04/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X WC039901475	04/01/15	04/01/16	X WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: OCJ #215507; OUSD #13135 - 955 High Street Paving Project Phase II, 900 High Street  
 Additional Insured(s): Oakland Unified School District (Owner), its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s)  
 where required by written contract per policy form(s)

Coverage is Primary and Waiver of Subrogation applies per the attached where required by contract per policy form(s)  
 Form(s): CG2010, CG2037, 90533, 86681, CG2404, 87950, 74445, 62897, WC040361

<b>CERTIFICATE HOLDER</b> OCJ #215507 OUSD #13135 Oakland Unified School District  955 High Street  Oakland, CA 94601  USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Policy Number: GL 5094637  
 Named Insured: O.C. Jones & Sons, Inc.

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 04 13

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	

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

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

However:

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

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

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

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

whichever is less.

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



## AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Skyline High School Turf Field Replacement	Site	306
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	O.C. Jones & Sons, Inc.	Agency's Contact	Greg Souder		
OUSD Vendor ID #	New Vendor	Title	Project Manager		
Street Address	155 Filbert Street	City	Oakland	State	CA Zip 94607
Telephone	510-663-6911	Policy Expires	4-1-2016		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	13197				

Term			
Date Work Will Begin	5-27-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-15-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,428,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3069905891	6271	\$1,428,500.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature	Date Approved	4/23/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	4-26-15	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	4/27/15	
4.	Chief Operations Officer			
	Signature	Date Approved	5/5/15	
5.	President, Board of Education			
	Signature			