

Board Office Use: Legislative File Info.	
File ID Number	12-1272
Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1410
Enactment Date	5-23-12/82



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 23, 2012

Subject Award of Bid - McGuire & Hester - Madison Middle School Modernization Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0260, Award of Bid and Construction Contract on behalf of the District for the Madison Middle School Modernization Project to McGuire & Hester in the amount of \$1,359,500.00, 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: 222 Calendar Days, commencing May 23, 2012, and ending on December 31, 2012.

Background This project is specifically to provide field improvements on the football/soccer field including site furnishing.

Local Business Participation Percentage 63.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,

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

RESOLUTION NO. 1112-0260

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MADISON MIDDLE SCHOOL MODERNIZATION PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids provide synthetic turf football/soccer field including site furnishings; field edge preparation for future all-weather track; natural turf field and irrigation renovations for the Madison Middle School Project 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:

Contractor:	Location	Bid Amount
McGuire & Hester	Oakland, CA	\$1,230,800.00
Carone & Company.	Concord, CA	\$1,286,990.00
Stockbridge General Construction	Clovis, CA	\$1,585,000.00

and,

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

**RESOLUTION OF THE
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**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
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Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **MCGUIRE & HESTER**, for the performance of the bid work, in the amount of **ONE MILLION, THREE HUNDRED FIFTY-NINE THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS (\$1,359,500.00)**, for the Madison Middle School Modernization Project, be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of the Board be and are hereby authorized to enter into and execute contract, subject to form and content approval by the General Counsel, with **MCGUIRE & HESTER**, for the performance of bid work.

Passed by the following vote:

AYES: David Kakishiba, Gary Yee, Christopher Dobbins, Noel Gallo, Vice President Jumoke Hinton Hodge and President Jody London

NOES: Alice Spearman

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 23, 2012.



Edgar Rakestraw, Jr.
Secretary, Board of Education

File ID Number: 12-1272

Introduction Date: 5-23-12

Enactment Number: 12-1410

Enactment Date: 5-23-12

By: 

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **16th day of April, 2012**, by and between the Oakland Unified School District ("District" or "Owner") and **McGuire & Hester** ("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: Madison Middle School Modernization

PROJECT NO.: 03039

RESOLUTION NO.: 1112-0260

("Project" or "Contract" or "Work"):

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.

McGuire & Hester
Madison Middle School Modernization
Project No. 03039

2012 MAY - 17 P 1:28
AGREEMENT
AND MANAGEMENT
FACILITIES PLANNING

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Two hundred twenty-two (222)** 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 punch list and closeout work must be completed by March 15, 2013.**
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"):
 - **Submittal of any item on approved Submittal Schedule: One thousand, five hundred dollars (\$1,500.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
 - 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 A 95879 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, one hundred sixty thousand, eight hundred dollars

(\$1,160,800.00), (Base Contract Amount)

+ **Seventy thousand dollars**

(\$70,000.00 _____), (Contingency Allowance Amount)

(\$128,700.00 _____) Alternate #1

(\$1,359,500.00), ("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.

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


CONTRACTOR: McGuire and Hester

By: 

Dated: 5/7/12

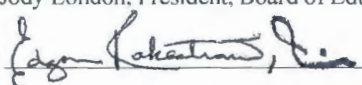
Title: Robert C. Doud, Exec VP/CFO

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Dated: 5/24/12

Jody London, President, Board of Education

By: 

Dated: 5/24/12

Edgar Rakestraw, Jr., District Secretary

By: 

Dated: _____

Timothy E. White, Associate Superintendent
Division of Facilities, Planning and Management

Approved as to form:



Dated: 5-8-12

Cate Boskoff, Facilities Counsel

Attachments: COPY OF RESOLUTION NO. 1112-0260 to be Adopted May 23, 2012

Contractor: McGuire & Hester
School: Madison Middle School Modernization
Funding: General Obligation Bond-Measure B

File ID Number: 12-1272
Introduction Date: 5-23-12
Enactment Number: 12-1410
Enactment Date: 5-23-10
By: 82

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda



On 05/07/12 before me, Shawna Kay Olgin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Doud
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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: McGuire and Hester

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
OF McGUIRE and HESTER
TO ACTION WITHOUT MEETING**

Pursuant to Section 307 (b) of the California General Corporation Law, the undersigned, being a majority of the members of the Board of Directors of McGuire and Hester, a California Corporation, hereby adopt the following resolution effective as of November 1, 1997;

RESOLVED; that the officers of the Corporation be and each hereby is authorized and directed:

- 1.) To enter into a contractual agreement on behalf of the Corporation; and

FURTHER RESOLVED, that the officers and directors of this corporation are authorized to take such action as may be deemed necessary or proper to effect the resolutions presented herein.

The directors of the corporation have caused this unanimous written consent to be executed, effective as of the date first shown above.

Dated: 11/1, 19 97


Michael J. Hester
CHAIRMAN OF THE BOARD


Michael R. Hester
PRESIDENT


Robert C. Doud
CHIEF FINANCIAL OFFICER


Brock N. Grunt
SECRETARY

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Madison Middle School
Project: Field Improvements
Project #: 03039-3
Estimate: \$1,382,000

Date: Monday, March 26, 2012
Time: 2:00 PM
Project Mgr: William Newby
Architect: Verde Design, Inc

Signature of Witness to Bid [Signature] Signature of Bid Opener [Signature]

Company:	McGuire & Hester	Base Bid:	\$1,160,800.00	Required Day of Bid:	
Address:	9009 Railroad Avenue	Allowance:	\$ 70,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$ 1,230,800.00	Addendum Acknow.	X
Phone:	510-632-7676	Alternates:	\$ 42,600.00	Bid Bond	X
Fax:	510-562-5209	Alternates:	\$ 128,700.00	Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:57 PM	3/26/2012	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		2:15 PM	3/26/2012	Local Business Participation Form	X
				DVBE Forms	X
Company:	Carone & Company	Base Bid:	\$1,216,990.00	Required Day of Bid:	X
Address:	5009 Forni Dr # A	Allowance:	\$ 70,000.00	Signed Bid Form	X
City/State:	Concord, CA	TOTAL:	\$ 1,286,990.00	Addendum Acknow.	X
Phone:	925-602-8800	Alternates:	\$ 69,000.00	Bid Bond	X
Fax:	925-602-8801	Alternates:	\$ 150,600.00	Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:57 PM	3/26/2012	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		2:15 PM	3/26/2012	Local Business Participation Form	X
				DVBE Forms	X
Company:	Stockbridge General Construction	Base Bid:	\$1,515,000.00	Required Day of Bid:	
Address:	2972 Larkin Ave	Allowance:	\$ 70,000.00	Signed Bid Form	X
City/State:	Clovis, CA	TOTAL:	\$1,585,000.00	Addendum Acknow.	X
Phone:	559-292-7760	Alternates:	\$ 280,000.00	Bid Bond	X
Fax:	559-292-7756	Alternates:		Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:58 PM	3/26/2012	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		2:15PM	3/26/2012	Local Business Participation Form	
				DVBE Forms	
Company:	Granite Rock Company	Base Bid:	\$ 1,517,347.00	Required Day of Bid:	
Address:	7700 Edgewater Dr Bldg B Ste 300	Allowance:	\$ 70,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$ 1,587,347.00	Addendum Acknow.	X
Phone:	510-729-5075	Alternates:	\$ 135,290.00	Bid Bond	X
Fax:	510-729-5079	Alternates:	\$ 126,450.00	Non-Collusion	X
				Long Form Pre-Q	X
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:58 PM	3/26/2012	Contractor's Sub List	X
		Time Opened	Date Opened	Required Doc's within 24 hrs	
		2:15 PM	3/26/2012	Local Business Participation Form	
				DVBE Forms	

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company: Redgwick Construciton	Base Bid: \$ 1,588,000.00	Required Day of Bid:	
Address: 8150 Enterprise Dr	Allowance: \$ 70,000.00	Signed Bid Form	X
City/State: Newark, CA	TOTAL: \$ 1,658,000.00	Addendum Acknow.	X
Phone: 510-792-1727	Alternates:	Bid Bond	X
Fax: 510-792-1728	Alternates:	Non-Collusion	X
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q	X
	1:50 PM 3/26/2012	Site Visit Certification	X
		Contractor's Sub List	X
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	X
	2:15 PM 3/26/2012	DVBE Forms	X
Company: Interstate Grading & Paving Inc	Base Bid: \$ 2,230,000.00	Required Day of Bid:	
Address: 128 So maple Ave	Allowance: \$ 70,000.00	Signed Bid Form	X
City/State: South SF	TOTAL: 2,300,00	Addendum Acknow.	X
Phone: 650-925-7333	Alternates: \$ 36,000.00	Bid Bond	X
Fax: 650-925-6851	Alternates: \$ 126,000.00	Non-Collusion	X
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q	X
	1:59 PM 3/26/2012	Site Visit Certification	X
		Contractor's Sub List	X
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
	2:15 PM 3/26/2012	DVBE Forms	
Company: Cal Pacific Construction	Base Bid: \$ 2,319,000.00	Required Day of Bid:	
Address: 3740 San Leandro Street	Allowance: \$ 70,000.00	Signed Bid Form	
City/State: Oakland, CA	TOTAL: 2,389,000	Addendum Acknow.	
Phone: 510-532-2223 Ext 109	Alternates: \$ 157,000.00	Bid Bond	
Fax: 510-532-2226	Alternates: \$ 221,000.00	Non-Collusion	
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q	
	1:55 PM 3/26/2012	Site Visit Certification	
		Contractor's Sub List	
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
	3/26/2012	DVBE Forms	
Company:	Base Bid:	Required Day of Bid:	
Address:	Allowance:	Signed Bid Form	
City/State:	TOTAL:	Addendum Acknow.	
Phone:	Alternates:	Bid Bond	
Fax:		Non-Collusion	
	<u>Time Submitted</u> <u>Date Submitted</u>	Long Form Pre-Q	
		Site Visit Certification	
		Contractor's Sub List	
		Required Doc's within 24 hrs	
	<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
		DVBE Forms	

Written By:

Read By:

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: McGuire and Hester
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Madison Middle School - Field Improvements
PROJECT NO.: 03039-3

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

Base Bid Amount:	\$ <u>1,230,800 MRH 1,160,800</u>
Contingency Allowance Amount:	\$ <u>70,000.00</u>
Total Bid Amount:	\$ <u>1,230,800</u>

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

Additive/Deductive Alternates:

Alternate "A"

<p>fourty two thousand six hundred dollars \$ 42,600</p> <p>As described in Section 01 03 00 - ALTERNATES</p> <p>✓ Alternate B: one hundred twenty eight thousand seven hundred \$ 128,700</p>
--

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. **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.

Allowance: Allowance to	\$ (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Middle School - Field Improvements
OUSD Project #03039-3
Verde Design Job #1104800-1378
March 5, 2012

BID FORM
DOCUMENT 00 41 13-2

McGUIRE AND HESTER

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

No. <u>ONE</u> , Dated <u>3/20/12</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 26th day of March 20 12

Name of Bidder McGuire and Hester

Type of Organization California Corporation

Signed by 

Title of Signer Michael R. Hester, President

Address of Bidder 9009 Railroad Avenue, Oakland, CA 94603

Taxpayer's Identification No. of Bidder 94-1074934

Telephone Number (510) 632-7676

Fax Number (510) 562-5209

E-mail estimating@mcguireandhester.com Web page www.mcguireandhester.com

Contractor's License No(s): No.: 95879 Class: A, B, C21, C27, C31, HAZ Expiration Date: 11/30/13

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: McGuire and Hester

President: Michael R. Hester

Secretary: Brock N. Grunt

Treasurer: Robert C. Doud

Manager: Michael R. Hester

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: McGuire and Hester
 Project: Madison Middle School
 Project #: 03039-3
 Estimate: \$1,160,800

Bid Opening Date: 3/22/12
 Time: 2:00PM
 Project Mgr: Wil Newby
 Architect: Verde Design

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.
PRIME Company: McGuire and Hester Address: 9009 Railroad Avenue City/State: Oakland, CA 94603 Phone: (510) 632-7676	\$ 760,950	66%			3786
Company: AJW Address: 966 81st Avenue City/State: Oakland, CA 94621 Phone: (510) 568-2300	\$ 42,200		3.6%		4863
Company: Inner City Address: 5401 San Leandro Street City/State: Oakland, CA 94601 Phone: (510) 382-0100	\$ 57,736		5%		6240
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	66%	8.6%	0.0%	0.0% 74.6%

APPROVAL- LBU Compliance Officer

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

McGUIRE AND HESTER

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: McGuire and Hester
 Project: Madison Middle School
 Project #: 03039-3
 Estimate: \$1,160,800

Bid Opening Date: 3/26/12
 Time: 2:00PM
 Project Mgr:
 Architect: Verde Design

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING S&S Trucking Address: 477 Roland Way City/State: Oakland, CA 94621 Phone: (510) 383-3556	\$ 25,000		2%		1227
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: Carone & Company, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Madison Middle School -Field Improvements
PROJECT NO.: 03039-3

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

Base Bid Amount:	\$ <u>1,216,990.00</u>
Contingency Allowance Amount:	\$ <u>70,000.00</u>
Total Bid Amount:	\$ <u>1,286,990.00</u>

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

Additive/Deductive Alternates:

Alternate "A"

SIXTY NINE THOUSAND DOLLARS AND 0/100 dollars \$ 69,000.00

As described in Section 01 03 00 - ALTERNATES

Add

Alternate "B"

ONE HUNDRED FIFTY THOUSAND SIX HUNDRED DOLLARS AND 0/100 \$ 150,600.00

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. **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.

_____ Allowance: Allowance to _____	\$ _____ (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>3-20-12</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 26th day of March 20 12

Name of Bidder Carone & Company, Inc

Type of Organization Corporation

Signed by [Signature]

Title of Signer President

Address of Bidder 5009 Forni Drive Suite A Concord CA 94520

Taxpayer's Identification No. of Bidder 68-0406835

Telephone Number 925-602-8800

Fax Number 925-602-8801

E-mail receptionist@caroneandcompanyinc.com Web page None

Contractor's License No(s): No.: 704210 Class: A Expiration Date: 4-30-12

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Carone & Company, Inc

President: Lloyd Carone

Secretary: Jane Carone

Treasurer: _____

Manager: _____

END OF DOCUMENT

FACILITIES PLANNING
 AND MANAGEMENT
 2012 APR 18 - 11:00 AM

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Carone & Company*
 Project:
 Project #:
 Estimate:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
	\$1,216,990	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
PRIME Company: <i>Carone & Company Inc.</i> Address: <i>5009 Forni Dr.</i> City/State: <i>Concord, Ca. 94520</i> Phone: <i>925-602-8800</i>	\$1,216,990				
Company: <i>RMT Landscape</i> Address: <i>7699 Edgewater Drive</i> City/State: <i>Oakland, Ca. 94621</i> Phone: <i>510-568-3208</i>	\$609,000		50%		6696
Company: <i>AJW Construction</i> Address: <i>966 81st Ave</i> City/State: <i>Oakland, Ca.</i> Phone: <i>510-568-3200</i>	\$48,720		4%		4863
Company: <i>All Cities Trucking</i> Address: <i>1941 Jackson St.</i> City/State: <i>Oakland, Ca. 94612</i> Phone: <i>510-438-8996</i>	\$202,512		16%		7113
Company: <i>Gallagher's Book Inc.</i> Address: <i>344 High St.</i> City/State: <i>Oakland, Ca.</i> Phone: <i>925-361-1695</i>	\$1,400		0.1%		
TOTAL PARTICIPATION	861,232	0.0%	70.1%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: STOLWBRIDGE GENERAL CONTRACTING INC.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Madison Middle School -Field Improvements
PROJECT NO.: 03039-3

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

Base Bid Amount:	\$ <u>1,515,000.00</u>
Contingency Allowance Amount:	\$ <u>70,000.00</u>
Total Bid Amount:	\$ <u>1,585,000.00</u>

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

Additive/Deductive Alternates:

Alternate "A"

TWO HUNDRED EIGHTY THOUSAND dollars \$ 280,000.00
As described in Section 01 03 00 - ALTERNATES

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

1. Unit Price(s). The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:


NOT USED.

2. 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.

_____ Allowance: Allowance to _____	\$ _____ (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>3/20/2012</u> 	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 26 day of MARCH 20 12

Name of Bidder STOCKBRIDGE GENERAL CONTRACTING INC.

Type of Organization CORPORATION

Signed by [Signature]

Title of Signer PRESIDENT

Address of Bidder 2972 LARKIN AVE

Taxpayer's Identification No. of Bidder _____

Telephone Number 559-292-7760

Fax Number 559-292-7760

E-mail KSARNOWSKY@ELITELANDSCAPING.COM Web page _____

Contractor's License No(s): No.: 967612 Class: A,B,C-27 Expiration Date: 11/30/2013

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: STOCKBRIDGE GENERAL CONTRACTING INC.

President: GUY STOCKBRIDGE

Secretary: GUY STOCKBRIDGE

Treasurer: GUY STOCKBRIDGE

Manager: GUY STOCKBRIDGE

END OF DOCUMENT

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")
Granite Rock Company DBA
From: Pavex Construction Division
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Madison Middle School -Field Improvements
PROJECT NO.: 03039-3

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

Base Bid Amount:	\$ <u>1,517,347 -</u>
Contingency Allowance Amount:	\$ <u>70,000.00</u>
Total Bid Amount:	\$ <u>1,587,347 -</u>

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

Additive/Deductive Alternates:

Alternate "A"

one hundred thirty five thousand two hundred ^{ninety} dollars \$ 135,290 - (add)

As described in Section 01 03 00 - ALTERNATES

ALTERNATE "B"

ONE hundred twenty six thousand and ^{four} hundred ^{ninety} dollars \$ 126,450 - (add)

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. **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.

_____ Allowance: Allowance to _____	\$ _____ (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>3/20/2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A, B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 19 day of March 20 12

Name of Bidder Granite Rock Company DBA Pavex Construction Division

Type of Organization Corporation

Signed by Rodney Jenny

Title of Signer RODNEY JENNY, VICE PRESIDENT

Address of Bidder 7700 Edgewater Dr, Bldg B, Ste 300/Oakland, CA 94621

Taxpayer's Identification No. of Bidder 94-0519560

Telephone Number 510 729 5075 510 729 5079

Fax Number _____

E-mail pavexestimating@graniterock.com Web page www.graniterock.com

Contractor's License No(s): No.: 22 Class: A, B, HAZ Expiration Date: 4/30/13

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Granite Rock Company DBA Pavex Construction Division

President: _____

Secretary: See the attached officers

Treasurer: of the company

Manager: _____

END OF DOCUMENT

DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: FREDGWICK CONSTRUCTION CO.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Madison Middle School - Field Improvements
PROJECT NO.: 03039-3

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

Base Bid Amount:	\$	<u>1,588,000.⁰⁰</u>
Contingency Allowance Amount:	\$	<u>70,000.00</u>
Total Bid Amount:	\$	<u>1,588,000.⁰⁰ ^{OF} 1,658,000.⁰⁰</u>

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

Additive/Deductive Alternates:

Alternate "A"

two hundred & ninety five thousand dollars	\$ 221,000. R2
As described in Section 01 03 00 - ALTERNATES	\$ 295,000.00

ALT "B" ~~two hundred & forty eight thousand dollars SF~~ \$ ~~248,000.~~ SF

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

- two hundred & forty eight thousand dollars 248,000.00
1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. **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.

Allowance: Allowance to _____	\$ _____ (FBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification, if a site visit was required.
 - The Noncollusion Affidavit

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

No. <u>1</u> , Dated <u>3/20/2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a 140057 A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, 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.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 26th day of MARCH 20 12

Name of Bidder REDGWICK CONSTRUCTION CO.

Type of Organization CALIFORNIA CORPORATION

Signed by [Signature]

Title of Signer BABAK RAHEBI

Address of Bidder 8150 ENTERPRISE DRIVE NEWARK CA

Taxpayer's Identification No. of Bidder 94-1129415

Telephone Number 510-792-1727

Fax Number 510-792-1728

E-mail BOB@REDGWICK.COM Web page WWW.REDGWICK.COM

Contractor's License No(s): No.: 140052 Class: A Expiration Date: 5/31/2013

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: REDGWICK CONSTRUCTION CO.

President: BABAK RAHEBI

Secretary: BABAK RAHEBI

Treasurer: BABAK RAHEBI

Manager: BABAK RAHEBI

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Redgwick Construction*
 Project: *Madison Middle School*
 Project #: *03039-3*
 Estimate: *\$1,382,000*

Bid Opening Date: *3/26/12*
 Time: *2:00pm*
 Project Mgr: *William Newby*
 Architect: *Verde Design, Inc.*

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
	\$1588000				
PRIME Company: <i>Redgwick Construction</i> Address: <i>8150 Enterprise Dr.</i> City/State: <i>Newark CA</i> Phone: <i>510-792-1727</i>	\$1588000				
Company: <i>RMT Landscape</i> Address: <i>7699 Edgewater Dr.</i> City/State: <i>Oakland CA</i> Phone: <i>510-568-3208</i>	\$268795		<i>16.9%</i>		<i>#6696</i>
Company: <i>Monroe Trucking</i> Address: <i>1024 90th Ave.</i> City/State: <i>Oakland CA</i> Phone: <i>510-82577-8080</i>	\$50625			<i>3.2%</i>	<i>#5539</i>
Company: <i>All City Trucking</i> Address: <i>1941 Jackson St.</i> City/State: <i>Oakland CA</i> Phone: <i>94612</i>	\$22000		<i>1.4%</i>		<i>#7113</i>
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	18.3%	3.2%	0.0% 21.5%

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

APPROVAL - LBU Compliance Officer

\$341,420

18.3% 3.2%

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

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: *Redgwick Construction*
 Project: *Madison Middle School*
 Project #: *0303T-3*
 Estimate: *1,382,000*

Bid Opening Date: *3/26/12*
 Time: *2:00pm*
 Project Mgr: *Will Newby*
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING <i>Monitor Trucking</i> Address: <i>1024 9th Ave.</i> City/State: <i>Oakland CA</i> Phone: <i>510-377-8080</i>	\$ <i>50625</i>			<i>3.2%</i>	<i>#5539</i>
Company: <i>All City Trucking</i> Address: <i>1941 Jackson St.</i> City/State: <i>Oakland CA</i> Phone:	\$ <i>22000</i>		<i>1.4%</i>		<i>#7113</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	<i>1.4%</i>	<i>3.2%</i>	<i>0.0%</i>

0.0%
4.6%

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

EXECUTED IN TRIPLICATE
FACILITIES PLANNING
AND MANAGEMENT

Bond Number: 929536895
Premium: \$8,835.00

2012 APR 19 A 10:29

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

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 McGuire and Hester, ("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:
Madison Middle School - Field Improvement
Project No. 03039-3 (Project Name)
("Project" or "Contract")

which Contract dated April, 2012, 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 Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Million Three Hundred Fifty-Nine Thousand Five Hundred and no/100 DOLLARS (\$1,359,500.00), 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.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Middle School - Field Improvements
OUSD Project #03039-3
Verde Design Job #1104800-1378
March 5, 2012

PERFORMANCE BOND
DOCUMENT 00 61 14-1

Bond Number: 929536895

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 terms of the Contract or to the work or to the specifications.

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:

Western Surety Company

555 Mission Street
San Francisco, Ca. 94105

Attention: Emily Newell

Telephone No.: (415) 932 - 7171

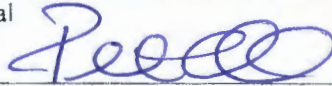
Fax No.: (415) 932 - 7185

E-mail Address: emily.newell@cnsurety.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 16th day of April, 20 12.

McGuire and Hester

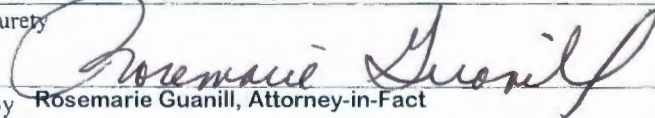
Principal



By Robert C. Doud, Exec VP/CFO

Western Surety Company

Surety



By Rosemarie Guanill, Attorney-in-Fact

Woodruff-Sawyer & Co

Name of California Agent of Surety
50 California Street
San Francisco, Ca. 94111

Address of California Agent of Surety

415-391-2141

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Middle School - Field Improvements
OUSD Project #03039-3
Verde Design Job #1104800-1378
March 5, 2012

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda



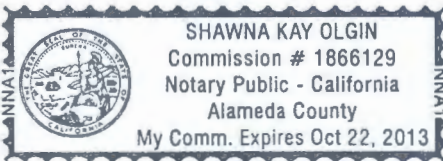
On 04/18/12 before me, Shawna Kay Olgin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Doud
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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

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



Signer Is Representing: McGuire and Hester

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 4/16/2012 before me, Nerissa S. Bartolome, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rosemarie Guanill
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: Nerissa S. Bartolome
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rosemarie Guanill

Signer's Name: _____

Corporate Officer -- Title(s): _____

Corporate Officer -- Title(s): _____

Individual

Individual

Partner -- Limited General

Partner -- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Rosemarie Guanill, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of May, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of May, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of April, 2012.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

EXECUTED IN TRIPLICATE

Bond Number: 929536895
Premium: included in performance bond

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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 McGuire and Hester, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to Madison Middle School - Field Improvement
Project No. 03039-3 (Project Name)
("Project" or "Contract")

which Contract dated April, 20 12, 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 sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Western Surety Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Million Three Hundred Fifty-Nine Thousand Five Hundred Dollars (\$ 1,359,500.00), 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 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Madison Middle School - Field Improvements
OUSD Project #03039-3
Verde Design Job #1104800-1378
March 5, 2012

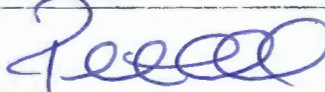
PAYMENT BOND
DOCUMENT 00 61 15 -1

Bond Number: 929536895

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 16th day of April, 2012.

McGuire and Hester

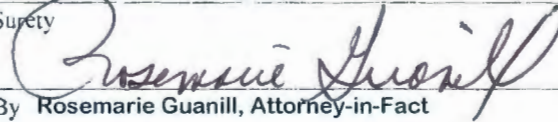
Principal



By Robert C. Doud, Exec VP/CFO

Western Surety Company

Surety



By Rosemarie Guanill, Attorney-in-Fact

Woodruff-Sawyer & Co.

Name of California Agent of Surety
50 California Street
San Francisco, Ca. 94111

Address of California Agent of Surety

415-391-2141

Telephone Number of California Agent of Surety

Bidder 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
Madison Middle School - Field Improvements
OUSD Project #03039-3
Verde Design Job #1104800-1378
March 5, 2012

PAYMENT BOND
DOCUMENT 00 61 15 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

}

On 04/18/12 before me, Shawna Kay Olgin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Doud
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/hers/their authorized capacity(ies), and that by his/hers/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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

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



Signer Is Representing: McGuire and Hester

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 4/16/2012 before me, Nerissa S. Bartolome, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rosemarie Guanill
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: Nerissa S. Bartolome
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rosemarie Guanill

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Rosemarie Guanill, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of May, 2011.



WESTERN SURETY COMPANY

Paul T. Brufat

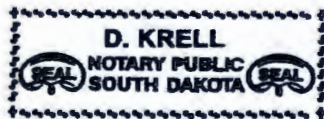
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of May, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of April, 2012



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the laws of SOUTH DAKOTA, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day of MARCH, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21ST day of MARCH, 1975.

Fee
Rec. No.
Filed

By

WESLEY J. KINDER
Insurance Commissioner

Walter H. Hales
Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



FACILITY CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

04/18/12

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 R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 Dennis A. Sewell	925-932-7823	CONTACT NAME:	
	925-932-0962	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	MCGUI-3
INSURED McGuire and Hester 9009 Railroad Avenue Oakland, CA 94603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Gen Ins Corp		24139
	INSURER B : National Union Fire Ins Co		19445
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	A1CG37471208	03/31/12	03/31/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contract Lab XCU						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GL DED 10,000						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X	X	A1CA37471208	03/31/12	03/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE14505260	03/31/12	03/31/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	A1CW37471208	04/02/12	04/02/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: Job #3398 - Madison Middle School Field Improvements - Project #03039-3. Additional Insured per attached form #CG 20 10 07 04 and #CG 20 37 07 04. See NOTE PAD for additional Insured names and cancellation clause.

CERTIFICATE HOLDER**CANCELLATION**

OAKLA-3	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School District 955 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE <i>Susan Ladricks</i>

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NOTEPAD:

HOLDER CODE OAKLA-3
INSURED'S NAME McGuire and Hester

MCGUI-3
OP ID: SL

PAGE 2
DATE 04/18/12

ADDITIONAL INSURED NAMES:

The Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspectors(s) and Architects(s).

CANCELLATION CLAUSE:

This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

10 day notice of cancellation for non payment of premium.

POLICY NUMBER: A1CG37471208
Insured: McGuire and Hester
Insurance Co: Old Republic Gen Ins Corp

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04
Effective Date: 03/31/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insure(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURANCE WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Named Insured	McGuire and Hester		
Policy Number	A1CA37471208	Endorsement No.	
Policy Period	03/31/12 03/31/13	to	Endorsement Effective Date: 03/31/12
Producer's Name:	R C Fischer & Co.		
Producer Number:			

Dennis Sewell

AUTHORIZED
REPRESENTATIVE

03/31/12

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s)**

Location(s) of Covered Operations

As required by written contract

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	McGuire and Hester		
Policy Number	A1CG37471208	Endorsement No.	
Policy Period	03/31/12 to 03/31/13	Endorsement Effective Date:	03/31/12
Producer's Name:	R. C. Fischer & Co.		
Producer Number:			

Dennis Sewell
AUTHORIZED REPRESENTATIVE

03/31/12
DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
 - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	McGuire and Hester		
Policy Number	A1CA37471208	Endorsement No.	
Policy Period	03/31/12 03/31/13	to	Endorsement Effective Date: 03/31/12
Producer's Name:	R C Fischer & Co.		
Producer Number:			

Dennis Sewell

AUTHORIZED REPRESENTATIVE

3/31/12

DATE

CA EN GN 0019 09 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

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

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

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

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section IV – Business Auto Conditions, A. – Loss Conditions, 5. – Transfer of Rights of Recovery Against Other to Us:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with a Written contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss."

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by an injured employee.

Named Insured	McGuire and Hester		
Policy Number	A1CA37471208	Endorsement No.	
Policy Period	03/31/12 to 03/31/13	Endorsement Effective Date:	03/31/12
Producer's Name:	R C Fischer & Co.		
Producer Number:			

Dennis Sewell

AUTHORIZED REPRESENTATIVE

03/31/12

DATE

CA EN GN 0021 09 06

Company Old Republic General Ins. Corp.

Policy Period: 04/02/12 to 04/02/13

Endorsement No.

ATTACH TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED
A1CW37471208	04/02/12	12:01 a.m (x)		McGuire and Hester

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT AND EVIDENCED BY CERTIFICATE OF INSURANCE ON FILE WITH THE CARRIER.

AUTHORIZED REPRESENTATIVE: Dennis Sewell
WC CPG 7 (3/02)

DATE: 04/02/12

"Addendum A": Agreed To Letter of Assent

**FACILITIES PLANNING
AND MANAGEMENT**

April 18th, 2012

2012 APR 19 A 10:30

McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603

RE: Oakland Unified School District
Project Labor Agreement – Letter of Assent

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:	<u>McGuire and Hester</u>
California State License Number:	<u>95879</u>
Job Name and Number:	<u>Madison Middle School Field Improvements – Project No. 03039-3</u>
Name and Signature of Authorized Person:	<u>Robert C. Doud</u> (Print Name)
	<u>Exec VP/CFO</u> (Title)
	 _____ (Signature)
	<u>510-632-7676</u> (Telephone Number)
	<u>510-562-5210</u> (Facsimile Number)

www.MandHcorp.com



"Addendum A": Agreed To Letter of Assent

RE: Oakland Unified School District
Project Labor Agreement – Letter of Assent

Dear Ms. Maribel Alejandre:

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

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

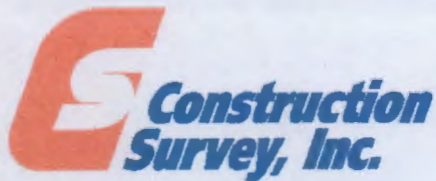
Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound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

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

CONTRACTOR/SUBCONTRACTOR: AJW Construction
 California State License Number: 736850
 Job Name and Number: Madison Middle School Field Improvements – Project No. 03039-3
 Name and Signature of Authorized Person: ALFONSO QUINTOR
 (Print Name)
PRESIDENT
 (Title)
[Signature]
 (Signature)
(510) 568-2300
 (Telephone Number)
(510) 639-1578
 (Facsimile Number)



License #736850



Denise D. Baker, PLS
(925)939-0993

"Addendum A": Agreed To Letter of Assent

April 16, 2012

RE: Oakland Unified School District
Project Labor Agreement – Letter of Assent

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:

Construction Survey, Inc.

California State License Number:

LS 7947

Job Name and Number:

Madison Middle School Field Improvements – Project No. 03039-3

Name and Signature of

Denise D. Baker

Authorized Person:

(Print Name)

President

(Title)

Denise D. Baker

(Signature)

925-939-0993

(Telephone Number)

925-939-9790

(Facsimile Number)



THE ULTIMATE
SURFACE EXPERIENCE

April 16, 2012

FieldTurf USA, Inc.
8088 Montview Rd
Montreal, QC H4P 2L7

RE: Oakland Unified School District
Project Labor Agreement – Letter of Assent

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:
California State License Number:
Job Name and Number:
Name and Signature of
Authorized Person:

FieldTurf USA, Inc.
849044
Madison MS
Billy Walker
(Print Name)

Director of Installations - West
(Title)

Billy Walker
(Signature)

503-642-8535 x225
(Telephone Number)

503-642-8659
(Facsimile Number)

FieldTurf – 8088 Montview Road – Montreal, QC H4P 2L7 – Tel 1-800-724-2969 - Fax (514) 340-9374
www.fieldturf.com

Sender's Address: 9757 Pine Lake Drive #4019 Houston, TX 77055 (713) 461-8236 (281) 596-0127 - FAX



AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Madison Middle School Modernization	Site	Madison Middle School
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Basic Directions

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

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

Contractor Name	McGuire & Hester	Agency's Contact	Michael Hester		
OUSD Vendor ID #	V073114	Title	Project Manager		
Street Address	9009 Railroad Avenue	City	Oakland	State	CA Zip 94603
Telephone	510-632-7676	Policy Expires	3-31-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	03039				

Term

Date Work Will Begin	5-24-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,359,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	2459901813	6271	\$1,359,500.00
				\$

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature	Date Approved	5-7-12			
2.	General Counsel, Department of Facilities Planning and Management					
	Signature	Date Approved	5-8-12			
3.	Associate Superintendent, Facilities Planning and Management					
	Signature	Date Approved				
4.	President, Board of Education					
	Signature	Date Approved				