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File ID Number	12-1302
Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1431
Enactment Date	5/23/12



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 - Redgwick Construction -Lowell Middle School Landscape Improvement Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0258, Award of Bid and Construction Contract on behalf of the District for the Lowell Middle School Landscape Project to Redgwick Construction, 8150 Enterprise Drive, Newark, CA 94560 in the amount of \$784,700.00, 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: 223 Calendar Days, commencing May 23, 2012, and ending on December 31, 2012

**Background** As part of the Oakland Schoolyard's Initiative (OSI) at the Lowell Middle site.

**Local Business Participation Percentage** 23.00%

**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, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

#### Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0258, Award of Bid and Construction Contract on behalf of the District for the Lowell Middle School Landscape Project to Redgwick Construction, 8150 Enterprise Drive, Newark, CA 94560 in the amount of \$784,700.00, 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: 223 Calendar Days, commencing May 23, 2012, and ending on December 31, 2012

#### Fiscal Impact

Measure B

#### Attachments

- Award of Bid and Construction Contract including scope of work

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

**RESOLUTION NO. 1112-0258**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
LOWELL MIDDLE SCHOOL LANDSCAPE IMPROVEMENTS PROJECT**

**WHEREAS** the **DISTRICT** has heretofore requested bids Removals of asphalt paving, concrete, earthwork/excavation, trenching; installation of drainage system, asphalt, concrete, benches, fitness equipment, artificial turf, irrigation and planting for the Lowell Middle School Landscape Improvement 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:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Redgwick Construction	Newark, CA	\$784,700.00
McGuire & Hester	Oakland, CA	\$660,000.00
Arntz Builders, Inc.	Novato, CA	\$688,682.00

and,

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

**RESOLUTION OF THE  
BOARD OF EDUCATION  
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LOWELL MIDDLE SCHOOL LANDSCAPE IMPROVEMENTS PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **REDGWICK CONSTRUCTION**, for the performance of the bid work, in the amount of **SEVEN HUNDRED EIGHTY-FOUR THOUSAND, SEVEN HUNDRED DOLLARS AND NO CENTS (\$784,700.00)**, be and hereby is 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 a contract, subject to form and content approval by the General Counsel, with **REDGWICK CONSTRUCTION**, for the performance of bid work.

Passed by the following vote:

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



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Edgar Rakestraw, Jr.  
Secretary, Board of Education

FACILITIES PLANNING  
AND MANAGEMENT

DOCUMENT 00 52 13

(FORMERLY DOCUMENT 00530)

2012 MAY -7 A 11: 19

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 17th DAY OF April, 2012, by and between the Oakland Unified School District ("District" or "Owner") and Redgwick Construction ("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: Lowell Middle School Landscape Improvement

PROJECT NO.: 06004-2

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

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RESOLUTION NUMBER: 1112-0258

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.

Redgwick Construction  
Lowell MS Landscape Improvement

Project No. 06004-2

AGREEMENT  
DOCUMENT 00 52 13

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **223** 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 **NA**
  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: \$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 Class A-140057. 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:

	<u>Six hundred fifty-eight thousand dollars and no cents</u>
	<u>\$658,000.00 (Base Contract Amount)</u>
+	<u>One hundred thirty thousand, five hundred dollars and no cents</u>
	<u>\$130,500.00 (Contingency Allowance Amount)</u>
-	(\$3,800.00) (Alternate Number 1)
<hr/>	
=	<u>Seven hundred eight four thousand, seven hundred dollars and no cents</u> <u>(\$784,700.00), ("Contract Price")</u>

- 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.

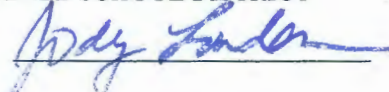


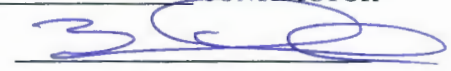
IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: 5/23, 2012 Dated: MAY 3<sup>rd</sup>, 2012

**OAKLAND UNIFIED SCHOOL DISTRICT**

**REDGWICK CONSTRUCTION CO. CONTRACTOR**

By:   
Print Name: Jody London


By:   
Print Name: **Bob Rahebi**

Print Title: President, Board of Education

Print Title: **President**

By:   
Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: 

Print Name: Timothy E. White

Print Title: Assistant Superintendent, Facilities, Planning and Management

**Approved as to Form:**

By: 

Print Name: Cate Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT



## Interoffice Memo

Date: April 5, 2012  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Wil Newby  
 Project Name: Lowell MS Landscape Improvements  
 Project No.: 06004-2  
 RE: **Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

### BID TALLY

	Responsive Low Bid	2 <sup>nd</sup> Bidder	3 <sup>rd</sup> Bidder
<b>Contractor</b>	<b>Redgwick Construction</b>	McGuire & Hester	Armtz Builders
<b>Base Bid Amount</b>	<b>658,000</b>	660,000	688,682
<b>Contingency Allowance</b>	<b>130,500</b>	130,500	130,500
<b>Total Bid Amount</b>	<b>788,500</b>	790,500	819,182
<b>Alternate #1</b>	<b>-3,800</b>	-15,000	-11,364
<b>Alternate #2</b>	<b>41,200</b>	31,000	49,984
<b>Alternate #3</b>	<b>67,800</b>	33,000	55,626
<b>Alternate #4</b>	<b>72,500</b>	15,000	17,400

Local Business Enterprise Participation: 23%

SGL recommends the award of the bid to **Redgwick Construction**, for a total contract amount of **\$784,700**.

CONSTRUCTION BUDGET: \$ 1,305,000 BID SAVINGS: \$ 520,300

RECOMMENDATION: \_\_\_\_\_  
 Wil Newby - Project Manager Date

ACCEPTANCE: \_\_\_\_\_  
 Tadashi Nakadegawa – Director of Facilities Date

**Engineer's Estimate**

	<b>Lowell</b>	<b>Sankofa</b>	<b>Sobrante</b>
Estimate shown on Bid Set	\$ 1,305,000	\$ 600,000	\$ 800,000
Estimate at Design Development (including contingency appropriate at DD phase)	\$ 1,368,163	\$ 877,082	\$ 1,086,036
Estimate of Bid Set, performed 3/14/2012, (no contingency)	\$ 882,199	\$ 930,345	\$ 1,133,218
<b>Lowest appearant Bid, 3/22/2012</b>	<b>\$ 788,500</b>	<b>\$ 779,300</b>	<b>\$ 983,254</b>
Other Bids	\$ 819,182	\$ 878,000	\$ 1,110,000
	\$ 790,500	\$ 985,000	\$ 1,092,480
	\$ 973,000	\$ 858,000	\$ 1,043,000
	\$ 873,500	\$ 828,910	\$ 1,117,642
		\$ 801,990	
Bid average	848,936.40	855,200.00	1,069,275.20
<b>District Construction Budget (Total minus softcosts)</b>	<b>\$ 1,096,350.00</b>	<b>\$ 1,234,750.00</b>	<b>\$ 1,015,200.00</b>
Avail for Additive Alternates	\$ 307,850.00	\$ 455,450.00	\$ 31,946.00
Alt #1	Between Buildings A & B, delete score cut, delete concrete planter, delete benches, <b>YES</b>	Bid Alt Synthetic Turf, <b>NO</b>	Trees at Resilient Surface, <b>YES</b>
Alt #2	Between Buildings E & F, Replace sod with DG, <b>NO</b>	Three Year Synthetic Turf Maintenance, <b>NO</b>	Bid Alt Synthetic Turf, <b>NO</b>
Alt #3	Bid Alt Synthetic Turf, <b>NO</b>		Three Year Synthetic Turf Maintenance, <b>NO</b>
Alt #4	Three Year Synthetic Turf Maintenance, <b>NO</b>		
Cost of all activated Alternates	\$ (3,800.00)	0	\$ 5,000.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2012

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 LIC #0726293 1-415-391-1500 Gallagher Construction Services/ Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. 1 Market St., Spear Tower #200  San Francisco, CA 94105 elizabeth_daba@ajg.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Redgwick Construction Co.  8150 Enterprise Drive Newark, CA 94560	INSURER A: ASSOCIATED INDUSTRIES INS CO INC 23140 INSURER B: NETHERLANDS INS CO THE 24171 INSURER C: NAVIGATORS INS CO 42307 INSURER D: GRANITE STATE INS CO 23809 INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:** 26750053                      **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> "X" "C" "U" Incl.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	AES1020292	12/31/11	12/31/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded: <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded:	X	X	BA8825832	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA11EXC558187IV	12/31/11	12/31/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	065255491 (ADR)	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. 06004-2 RCC #4464  
 RE: Lowell Middle School Landscape Improvements  
 ADDITIONAL INSURED(S): Oakland Unified School District and Project Manager

**CERTIFICATE HOLDER**

Project No. 06004-2 RCC #4464  
 Oakland Unified School District  
  
 955 High Street  
 Oakland, CA 94601

USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**COMMERCIAL AUTO GOLD ENDORSEMENT**

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE**

**A. COVERAGE**

**1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.



**2. COVERAGE EXTENSIONS**

**a. Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE**

**A. COVERAGE**

The following is added:

**5. Hired Auto Physical Damage**

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

**6. Rental Reimbursement Coverage**

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

**7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

**B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.



**SECTION IV. BUSINESS AUTO CONDITIONS**

**A. LOSS CONDITIONS**

Item 2.a. and b. are replaced with:

**2. Duties In The Event of Accident, Claim, Suit, or Loss**

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

**B. GENERAL CONDITIONS**

9. is added

**9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

**COMMON POLICY CONDITIONS**

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.





Named Insured: **Redgwick Construction Co., Inc.**  
Policy Number: **BA8825832**  
Endorsement Effective **12/30/2011**

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form**

**Waiver of Transfer of Rights of Recovery Against Others**

**Name of person or Organization:**

**Location:**

The transfer of rights of recovery against others to us condition (section IV – Business Auto Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown because of payment we make for injury or damage caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" while at the location shown above during the contract underway with the person or organization shown.

This waiver applies only to the person or organization shown in the schedule and only while the covered "auto" is at the location shown in the schedule.

Redgwick Construction Company, Inc.

POLICY NUMBER: AES1020292

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01



**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 Person or Organization:**

This endorsement applies to residential work only as required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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.

**Redgwick Construction Company, Inc.**

POLICY NUMBER: AES1020292

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 11 85**

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>This endorsement applies to commercial work only as required by written contract.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Redgwick Construction Company, Inc.

Policy Number: AES1020292

COMMERCIAL GENERAL LIABILITY  
CG 20 34 07 04



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

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Who Is An Insured (Section II)** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.



Redgwick Construction Company, Inc.

POLICY NUMBER: AES1020292

COMMERCIAL GENERAL LIABILITY  
NX GL 009 08 09

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

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Third Party:	As required by written contract
--------------	---------------------------------

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

POLICY NUMBER: AES1020292

COMMERCIAL GENERAL LIABILITY  
CG 20 11 01 96



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

## **ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Redgwick Construction Company, Inc.

POLICY NUMBER: AES1020292

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## 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:**

As required by written contract or agreement

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.

ENV 5458 7 OF 8 B

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**



This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/31/2011 forms a part of Policy No. WC 065-25-5491

Issued to REDGWICK CONSTRUCTION CO. (A CORP)

By GRANITE STATE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61  
(Ed. 11/90)

Countersigned by \_\_\_\_\_

Authorized Representative



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
04/20/2012

NAME OF INSURED: Redgwick Construction Co.

Additional Description of Operations/Remarks from Page 1:

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

Additional Information:

When required by Written Contract

General Liability

Additional Insured - Owners Lessees or Contractors - Completed Operations CG 20101001

Additional Insured - Owners Lessees or Contractors- Scheduled Person or Organization CG 20101185

Primary and Non-Contributing Insurance - Ford MXGL0090809

Waiver of Transfer of Rights of Recovery Against Others to Us CG24040509

AUTO LIABILITY

Additional Insured - GECA 701 (01.07)

WC:

Waiver of Right to Recovery From Others Endorsement WC 040361

Umbrell: Following primary CGL forms

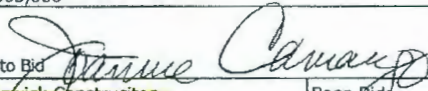
Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

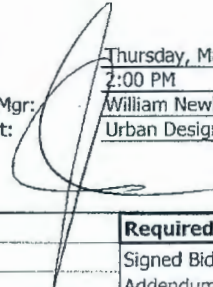
School: Lowell Middle School  
Project: Landscape Improvements  
Project #: 06004-2  
Estimate: \$1,305,000

Date: Thursday, March 22, 2012  
Time: 2:00 PM  
Project Mgr: William Newby  
Architect: Urban Design Consulting Eng

Signature of Witness to Bid



Signature of Bid Opener



<b>Company:</b> Redgwick Constructon	Base Bid:	\$658,000.00	<b>Required Day of Bid:</b>	
Address: 8150 Enterprise Dr	Allowance:	\$ 130,500.00	Signed Bid Form	X
City/State: Newark, CA	<b>TOTAL:</b>	\$ 788,500.00	Addendum Acknow.	X
Phone: 510-792-1727	Alternates:	\$ 3,800.00	Bid Bond	X
Fax: 510-792-1728	Alternates:	\$ 41,200.00	Non-Collusion	X
	Alternates:	\$ 67,800.00	Long Form Pre-Q	X
	Alternates:	\$ 72,500.00	Site Visit Certification	X
	Time Submitted	Date Submitted	Contractor's Sub List	X
	1:51 PM	3/22/2012		
			<b>Required Doc's within 24 hrs</b>	
	Time Opened	Date Opened	Local Business Participation Form	X
	2:15 PM	3/22/2012	DVBE Forms	X
<b>Company:</b> McGuire & Hester	Base Bid:		<b>Required Day of Bid:</b>	
Address: 9009 Railroad Avenue	Allowance:	\$ 130,500.00	Signed Bid Form	X
City/State: Oakland, CA	<b>TOTAL:</b>		Addendum Acknow.	X
Phone: 510-632-7676	Alternates:		Bid Bond	X
Fax: 510-562-5209	Alternates:		Non-Collusion	X
	Alternates:		Long Form Pre-Q	X
	Alternates:		Site Visit Certification	X
	Time Submitted	Date Submitted	Contractor's Sub List	X
		3/22/2012		
			<b>Required Doc's within 24 hrs</b>	
	Time Opened	Date Opened	Local Business Participation Form	X
	2:15 PM	3/22/2012	DVBE Forms	X
<b>Company:</b> Arntz Builders, Inc	Base Bid:		<b>Required Day of Bid:</b>	
Address: 19 Pamaron Way	Allowance:	\$ 130,500.00	Signed Bid Form	X
City/State: Novato, CA	<b>TOTAL:</b>		Addendum Acknow.	X
Phone: 415-382-1188	Alternates:		Bid Bond	X
Fax: 415-883-3756	Alternates:		Non-Collusion	X
	Alternates:		Long Form Pre-Q	X
	Alternates:		Site Visit Certification	X
	Time Submitted	Date Submitted	Contractor's Sub List	X
		3/22/2012		
			<b>Required Doc's within 24 hrs</b>	
	Time Opened	Date Opened	Local Business Participation Form	X
	2:15 PM	3/22/2012	DVBE Forms	X
<b>Company:</b> Carone & Company	Base Bid:		<b>Required Day of Bid:</b>	
Address: 5009 Forni Dr # A	Allowance:	\$ 130,500.00	Signed Bid Form	X
City/State: Concord, CA	<b>TOTAL:</b>		Addendum Acknow.	X
Phone: 925-602-8800	Alternates:		Bid Bond	X
Fax: 925-602-8801	Alternates:		Non-Collusion	X
	Alternates:		Long Form Pre-Q	X
	Alternates:		Site Visit Certification	X
	Time Submitted	Date Submitted	Contractor's Sub List	X
		3/22/2012		
			<b>Required Doc's within 24 hrs</b>	
	Time Opened	Date Opened	Local Business Participation Form	X
	2:15 PM	3/22/2012	DVBE Forms	X

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b> J H Fitzmaurice	Base Bid:		<b>Required Day of Bid:</b>	
Address: 2857 Hannah Street	Allowance:	\$ 130,500.00	Signed Bid Form	X
City/State: Oakland, CA	<b>TOTAL:</b>		Addendum Acknow.	X
Phone: 510-444-7561	Alternates:		Bid Bond	X
Fax: 510-444-1344	Alternates:		Non-Collusion	X
	Alternates:		Long Form Pre-Q	X
	Alternates:		Site Visit Certification	X
		<u>Time Submitted</u> <u>Date Submitted</u>	Contractor's Sub List	X
		3/22/2012		
			<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
		2:15 PM      3/22/2012	DVBE Forms	
<b>Company:</b>				
Address:	Base Bid:		<b>Required Day of Bid:</b>	
City/State:	Allowance:		Signed Bid Form	
Phone:	<b>TOTAL:</b>		Addendum Acknow.	
Fax:	Alternates:		Bid Bond	
			Non-Collusion	
			Long Form Pre-Q	
		<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	
			Contractor's Sub List	
			<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
			DVBE Forms	
<b>Company:</b>				
Address:	Base Bid:		<b>Required Day of Bid:</b>	
City/State:	Allowance:		Signed Bid Form	
Phone:	<b>TOTAL:</b>		Addendum Acknow.	
Fax:	Alternates:		Bid Bond	
			Non-Collusion	
			Long Form Pre-Q	
		<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	
			Contractor's Sub List	
			<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
			DVBE Forms	
<b>Company:</b>				
Address:	Base Bid:		<b>Required Day of Bid:</b>	
City/State:	Allowance:		Signed Bid Form	
Phone:	<b>TOTAL:</b>		Addendum Acknow.	
Fax:	Alternates:		Bid Bond	
			Non-Collusion	
			Long Form Pre-Q	
		<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	
			Contractor's Sub List	
			<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u> <u>Date Opened</u>	Local Business Participation Form	
			DVBE Forms	

Written By:

Read By: Juanita White

**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: REDGWICK 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: Lowell Middle School – Landscape Improvements

PROJECT NO.: 06004-2

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

Base Bid Amount:	\$	<del>658,000.00</del> <sup>SF</sup> 658,000. <sup>00</sup>
Contingency Allowance Amount:	\$	130,500.00
Total Bid Amount:	\$	<del>788,500.00</del> <sup>SF</sup> 788,500. <sup>00</sup>

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

Additive/Deductive Alternates:

Alternate "A" (Between Buildings A & B)

negative three thousand ~~eight~~ <sup>hundred</sup> dollars \$ -3,800.<sup>00</sup>

Alternate "B" (Between Buildings E & F)

fourty-one thousand ~~two~~ <sup>hundred</sup> dollars \$ 41,200.<sup>00</sup>

Alternate "C" (Use Alternate Synthetic Turf)

Sixty-Seven thousand ~~eight~~ <sup>hundred</sup> dollars \$ 67,800.<sup>00</sup>

Alternate "D" (Three Year Synthetic Turf Maintenance)

Seventy-two thousand ~~five~~ <sup>hundred</sup> dollars \$ 72,500.<sup>00</sup>

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 it's 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>3/19/2012</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3/20/2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> 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 exist 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 22<sup>nd</sup> day of MARCH 20 12

Name of Bidder REDGWICK CONSTRUCTION CO.

Type of Organization CORPORATION

Signed by [Signature]

Title of Signer PRESIDENT

Address of Bidder 8150 ENTERPRISE DRIVE NEWARK CA 94560

Taxpayer's Identification No. of Bidder 94-1129415

Telephone Number 510-792-1727

Fax Number 510-792-1728 WWW.REDGWICK.COM

E-mail BOB@REDGWICK.COM Web page \_\_\_\_\_

Contractor's License No(s): No.: 140057 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 RAHBI

Secretary: BABAK RAHBI

Treasurer: BABAK RAHEBI

Manager: BABAK RAHEBI

END OF DOCUMENT



FACILITIES PLANNING  
AND MANAGEMENT  
2012 MAR 23 P 1:05

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **REDGWICK CONSTRUCTION CO.**  
Project: **LOWELL MIDDLE SCHOOL**  
Project #: **06004-2**  
Estimate: **1,305,000**

Bid Opening Date: **3/22/2012**  
Time: **2:00 PM**  
Project Mgr: **WIL NEWBY**  
Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 658,000					
<b>PRIME Company: REDGWICK CONST</b> Address: 8150 ENTERPRISE City/State: NEWARK CA Phone: 510-792-1727	\$				
<b>Company: MONROE TRUCKING</b> Address: 1024 90TH AVE City/State: OAKLAND CA Phone: 510-377-8080	\$ 16602			2%	5539
<b>Company: GALLAGHER + BURK</b> Address: 344 HIGH STREET City/State: OAKLAND CA Phone: 925-829-1446	\$ 7400	1%			5200
<b>Company: INNER CITY REC</b> Address: 9009 RAILROAD AVE City/State: OAKLAND CA Phone: 510-715-5118	\$ 6564		1%		6240
<b>Company: RMT LANDSCAPE</b> Address: 7699 EDGE WATER City/State: OAKLAND CA Phone: 510-568-3208	\$ 122420		18%		6696
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer **152986 1% 18% 2% 22%.**

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

PRIME: Bid Opening Date

*[Signature]*  
B. RAHBEI

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

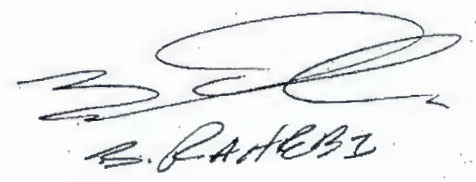
Project: **REDGWICK CONSTRUCTION CO.**  
 Project #: **06004-2**  
 Estimate: **1,305,000**

Time: **2:00 PM 3/22/2012**  
 Project Mgr: **WIL NEWBY**  
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING MONROE TRUCKING</b> Address: <b>1024 9TH AVE</b> City/State: <b>OAKLAND CA</b> Phone: <b>510-377-8080</b>	\$ <b>16602</b>			<b>25</b>	<b>5539</b>
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer



**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: Lowell Middle School – Landscape Improvements

PROJECT NO.: 06004-2

("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>660,000</u>
Contingency Allowance Amount:	\$ <u>130,500.00</u>
Total Bid Amount:	\$ <u>790,500</u>

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Lowell Middle School  
Landscape Improvements  
Project No. 06004-2  
March 20, 2012

**BID FORM**  
**DOCUMENT 00 41 13-1**  
Page 1 of 5

**McGUIRE AND HESTER**

**Additive/Deductive Alternates:**

**Alternate "A" (Between Buildings A & B)**

Negative fifteen thousand	dollars	\$ -15,000
---------------------------	---------	------------

**Alternate "B" (Between Buildings E & F)**

Thirty-one thousand	dollars	\$ 31,000
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**Alternate "C" (Use Alternate Synthetic Turf)**

Thirty-three thousand	dollars	\$ 33,000
-----------------------	---------	-----------

**Alternate "D" (Three Year Synthetic Turf Maintenance)**

Fifteen thousand	dollars	\$ 15,000
------------------	---------	-----------

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>ONE</u> , Dated <u>3/19/12</u>	No. _____, Dated _____
No. <u>TWO</u> , Dated <u>3/20/12</u>	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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Lowell Middle School**  
 Landscape Improvements  
 Project No. 06004-2  
 March 20, 2012

**BID FORM**  
**DOCUMENT 00 41 13-3**  
 Page 3 of 5

**McGUIRE AND HESTER**

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 22nd 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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Lowell Middle School**  
Landscape Improvements  
Project No. 06004-2  
March 20, 2012

**BID FORM**  
**DOCUMENT 00 41 13-4**  
Page 4 of 5

**McGUIRE AND HESTER**

Treasurer: Robert C. Doud

Manager: Michael R. Hester

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: McGuire and Hester  
 Project: Lowell Middle School  
 Project #: 06004-2  
 Estimate: \$660,000

Bid Opening Date: 3/22/12  
 Time: 2:00PM  
 Project Mgr: Wil Newby  
 Architect: Urban 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	\$ 259,987	39.4%			3786
Company: AJW Address: 966 81st Avenue City/State: Oakland, CA 94621 Phone: (510) 568-2300	\$ 64,227		9.73%		4863
Company: Inner City Address: 5401 San Leandro Street City/State: Oakland, CA 94601 Phone: (510) 382-0100	\$ 27,580		4.22%		6240
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

13.95%

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: Lowell Middle School  
 Project #: 06004-2  
 Estimate: \$660,000

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

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b> All City Trucking Address: 1941 Jackson Street City/State: Oakland, CA 94612 Phone: (510) 438-8996	\$ 5,250		0.79%		7113
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

0.79%

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

McGUIRE AND HESTER

**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: Arntz Builders, 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: Lowell Middle School - Landscape Improvements

PROJECT NO.: 06004-2

("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>688,482.00</u>
Contingency Allowance Amount:	\$ <u>130,500.00</u>
Total Bid Amount:	\$ <u>819,182.00</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" (Between Buildings A & B)

<u>eleven thousand three hundred &amp; sixty</u> dollars	\$ <u>(11,364.00)</u>
--	-----------------------

Alternate "B" (Between Buildings E & F)

<u>forty nine thousand nine hundred <sup>eighty four</sup></u> dollars	\$ <u>49,984.00</u>
--	---------------------

Alternate "C" (Use Alternate Synthetic Turf)

<u>fifty five thousand six hundred <sup>twenty six</sup></u> dollars	\$ <u>55,626.00</u>
--	---------------------

Alternate "D" (Three Year Synthetic Turf Maintenance)

<u>seventeen thousand four hundred</u> dollars	\$ <u>17,400.00</u>
--	---------------------

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>3/19/2012</u>	No. <u>2</u> , Dated <u>3/20/2012</u>
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 22nd day of March 20 12

Name of Bidder Arntz Builders, Inc.

Type of Organization Corporation

Signed by Brian Proteau

Title of Signer Brian Proteau, President

Address of Bidder 19 Pamaron Way, Novato, CA 94949

Taxpayer's Identification No. of Bidder 68-0591927

Telephone Number 415-382-1188

Fax Number 415-883-3756

E-mail brian@arntzbuilders.com Web page www.arntzbuilders.com

Contractor's License No(s): No.: 856393 Class: A,B Expiration Date: 3/31/13

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: Arntz Builders, Inc.

President: Brian Proteau

Secretary: Thomas Arntz

Treasurer: Thomas Arntz

Manager: Brian Proteau

END OF DOCUMENT

FACILITIES PLANNING  
AND MANAGEMENT

RECEIVED  
APR 23 2012

2012 APR 23 P 2:37

Executed in two counterparts  
Bond No. 070-013-450  
Premium: \$11,347.00

**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 \_\_\_\_\_  
Redgwick Construction Co., ("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:

Lowell Middle School Landscape Improvements, Project No. 06004-2 (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, 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 The Ohio Casualty Insurance Company ("Surety") are held and  
firmly bound unto the Board of the District in the penal sum of Seven Hundred Eighty Four Thousand Seven  
Hundred and no/100ths DOLLARS (\$ 784,700.00 ), 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 there under or the specifications accompanying the same

OAKLAND UNIFIED SCHOOL DISTRICT  
Lowell Middle School  
Landscape Improvements  
Project No. 06004-2  
March 2, 2012

PERFORMANCE BOND  
DOCUMENT 00 61 14-1

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:

71 Stevenson St.

San Francisco, CA 94105

Attention: Stacy Ross

Telephone No.: ( 415 ) 537 - 2513

Fax No.: ( 866 ) 547 - 4881

E-mail Address: Stacy.Ross@libertymutual.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 20th day of April, 2012.

Redgwick Construction Co.

Principal

By

B. RAHEBI

The Ohio Casualty Insurance Company

Surety

Virginia L. Black

By Virginia L. Black, Attorney-in-Fact

Gallagher Construction Services

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

Name of California Agent of Surety

One Market Plaza, Spear Street Tower, Suite 200  
San Francisco, CA 94105

Address of California Agent of Surety

415.391.1500

Telephone Number of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Lowell Middle School**

**Landscape Improvements**

**Project No. 06004-2**

**March 2, 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 San Francisco }

On April 20, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
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 *Betty L. Tolentino*  
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: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



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



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

5150145

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

Certificate No. \_\_\_\_\_

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

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **RICHARD ADAIR, JANET C ROJO, SUSAN HECKER, BETTY L TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M ALBADA, BRIAN F COOPER, ROBERT WRIXON, VIRGINIA L BLACK, KEVIN RE, MARICELA SANTOS** .....

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2012.



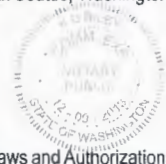
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 13th day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2012.



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

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      No 08606  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Ohio Casualty Insurance Company

of Ohio, organized under the  
laws of Ohio, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the 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 17th  
day of November, 2008, I have hereunto  
set my hand and caused my official seal to be affixed this  
17th day of November, 2008



Steve Polzner  
Insurance Commissioner

By

  
Susan J. Stapp  
for Jim Richardson, Deputy  
Chief 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 Insurance Code Section 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 two counterparts  
Bond No. 070-013-450  
Premium included in charge for  
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 Redgwick Construction Co., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Lowell Middle School Landscape Improvements, Project No. 06004-2 (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, 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 The Ohio Casualty Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seven Hundred Eighty Four Thousand Seven Hundred Dollars (\$ 784,700.00\*\*), 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**  
**Lowell Middle School**  
**Landscape Improvements**  
**Project No. 06004-2**  
**March 2, 2012**

**PAYMENT BOND**  
**DOCUMENT 00 61 15 -1**

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 20th day of April, 2012.

Redgwick Construction Co

Principal

By

  
B. RAHEBI

The Ohio Casualty Insurance Company

Surety

By Virginia L. Black, Attorney-in-Fact

Gallagher Construction Services

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

Name of California Agent of Surety

One Market Plaza, Spear Street Tower, Suite 200

San Francisco, CA 94105

Address of California Agent of Surety

415.391.1500

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**  
Lowell Middle School  
Landscape Improvements  
Project No. 06004-2  
March 2, 2012

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco



On April 20, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
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: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

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

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



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



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

5150146

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

Certificate No. \_\_\_\_\_

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

Liberty Mutual Insurance Company  
Peerless Insurance Company

### POWER OF ATTORNEY

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

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

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

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By: *KD Riley*  
KD Riley, Notary Public

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2012.



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

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

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



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

NO 08606

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Ohio Casualty Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the 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.

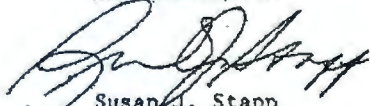
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 17th day of November, 2008, I have hereunto set my hand and caused my official seal to be affixed this 17th day of November, 2008.



Steve Poizner  
Insurance Commissioner

By

  
Susan J. Stapp  
for Jim Richardson, Deputy  
Chief 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 Insurance Code Section 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.

## AWARD OF BID CONTRACT ROUTING FORM

### Project Information

<b>Project Name</b>	Lowell MS Landscape Improvement	<b>Site</b>	Lowell MS
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### Basic Directions

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

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Redgwick Construction	<b>Agency's Contact</b>	Bob Rahebi		
<b>OUSD Vendor ID #</b>	V054212	<b>Title</b>	Project Manager		
<b>Street Address</b>	8150 Enterprise Drive	<b>City</b>	Newark	<b>State</b>	CA
<b>Telephone</b>	510-792-1727	<b>Policy Expires</b>	12-31-2012		
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	06004-2				

### Term

<b>Date Work Will Begin</b>	5-23-2012	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2012
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$784,700.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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	2049901812	6271	\$784,700.00
				\$

### 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.

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