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Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1430
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 - McGuire & Hester - Washington Elementary School Landscape Improvement Phase II Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0259, Award of Bid and Construction Contract on behalf of the District for the Washington Elementary School Landscape Improvement Project to McGuire & Hester in the amount of \$779,300.00, 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 Washington Elementary School site.

**Local Business Participation Percentage** 22.00%

**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. 1112-0259, Award of Bid and Construction Contract on behalf of the District for the Washington Elementary School Landscape Improvement Project to McGuire & Hester in the amount of \$779,300.00, 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. 1112-0259**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
WASHINGTON ELEMENTARY SCHOOL LANDSCAPE IMPROVEMENTS  
PROJECT**

**WHEREAS** the **DISTRICT** has heretofore requested bids Removals of asphalt paving, concrete, earthwork/excavation, trenching; Installations: drainage system, vegetated swale, asphalt, concrete, benches, play structures, resilient surface, seat wall, artificial turf, and planting for the Washington Elementary 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>
McGuire & Hester	Oakland, CA	\$779,300.00
Interstate Grading & Paving, Inc.	South San Francisco	\$801,990.00
Granite Rock Company	Oakland, CA	\$828,910.00

and,

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

**RESOLUTION OF THE  
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PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **MCGUIRE & HESTER**, for the performance of the bid work, in the amount of **SEVEN HUNDRED SEVENTY-NINE THOUSAND, THREE HUNDRED DOLLARS AND NO CENTS (\$779,300.00)**, 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 **MCGUIRE & HESTER**, 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

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

**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 McGuire & Hester ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Washington Elementary School Landscape Improvement Phase II

PROJECT NO.: 06012-4

RESOLUTION NO.: 1112-0259

**("Project" or "Contract" or "Work")**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) The Agreement;
  - (iii) The Special Conditions (if any);
  - (iv) Any Supplemental Conditions (if any);
  - (v) The General Conditions;
  - (vi) The remaining Division 0 documents;
  - (vii) The Division 1 Documents (Specifications – General Conditions);
  - (viii) The Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

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

McGuire & Hester  
Washington Small School Conversion  
Project No. 06012

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Forty-five (45)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All punch-list and closeout work must be completed by December 31, 2012.**
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: Fifteen hundred dollars (\$1,500.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, B, C21, C31, Haz 95879. Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

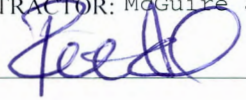
	<u>Seven hundred nineteen thousand, three hundred dollars and no cents</u>
	<u>(\$719,300.00), (Base Contract Amount)</u>
+	<u>Sixty thousand _____ Dollars</u>
	<u>(\$60,000.00 _____), (Contingency Allowance Amount)</u>
<hr/>	
	<u>Seven hundred seventy-nine thousand, three hundred dollars and no cents</u>
	<u>(\$779,300.00), ("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, Contractor has executed this Agreement, and the District, by its Board of Directors, who is authorized to do so, has executed this agreement.


CONTRACTOR: McGuire and Hester

By: 

Dated: 5/7/12

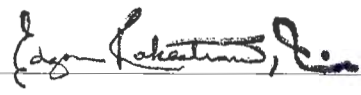
Title: Robert C. Doud, Exec VP/CFO

OAKLAND UNIFIED SCHOOL DISTRICT

By: 


Dated: 5/24/12

Jody London, President, Board of Education

By: 

Dated: 5/24/12

Edgar Rakestraw, Jr., District Secretary


By: 

Dated: \_\_\_\_\_

Timothy E. White, Associate Superintendent

Division of Facilities, Planning and Management

Approved as to form:



Dated: 5.8.12

Cate Boskoff, Facilities Counsel

Attachments: COPY OF RESOLUTION NO. 1112-0259 to be Adopted May 23, 2012

Contractor: McGuire & Hester

School: Washington Small Schools

Funding: General Obligation Bond-Measure B

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

}

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

personally appeared Robert C. Doud  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Contract

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Robert C. Doud

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



Signer Is Representing: McGuire and Hester

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

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

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

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

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

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

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

Dated: 11/1, 19 97

  
Michael J. Hester  
CHAIRMAN OF THE BOARD

  
Michael R. Hester  
PRESIDENT

  
Robert C. Doud  
CHIEF FINANCIAL OFFICER

  
Brock N. Grunt  
SECRETARY

END OF DOCUMENT

**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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Washington ES  
Project: Landscape Improvements  
Project #: 06012-4  
Estimate: \$600,000

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

Signature of Witness to Bid: *Jeanne Canoy*

Signature of Bid Opener: *[Signature]*

<b>Company:</b>	<b>McGuire &amp; Hester</b>	<b>Base Bid:</b>	\$719,300.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	9009 Railroad Avenue	<b>Allowance:</b>	\$ 60,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$ 779,300.00	Addendum Acknow.	X
<b>Phone:</b>	510-632-7676	<b>Alternates:</b>	14,000	Bid Bond	X
<b>Fax:</b>	510-562-5209	<b>Alternates:</b>	17,000	Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:56 PM	3/22/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/22/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	<b>Interstate Grading &amp; Paving Inc</b>	<b>Base Bid:</b>	\$741,990.00	<b>Required Day of Bid:</b>	X
<b>Address:</b>	128 So maple Ave	<b>Allowance:</b>	\$ 60,000.00	Signed Bid Form	X
<b>City/State:</b>	South SF	<b>TOTAL:</b>	\$ 801,990.00	Addendum Acknow.	X
<b>Phone:</b>	650-925-7333	<b>Alternates:</b>	20,000	Bid Bond	X
<b>Fax:</b>	650-925-6851	<b>Alternates:</b>	15,000	Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	3/22/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/22/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	<b>Granite Rock Company</b>	<b>Base Bid:</b>	\$768,910.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	7700 Edgewater Dr Bldg B Ste 300	<b>Allowance:</b>	\$60,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$828,910.00	Addendum Acknow.	X
<b>Phone:</b>	510-729-5075	<b>Alternates:</b>	\$ 1,735.00	Bid Bond	X
<b>Fax:</b>	510-729-5079	<b>Alternates:</b>	\$ 16,675.00	Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:57 PM	3/22/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15PM	3/22/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	<b>J H Fitzmaurice</b>	<b>Base Bid:</b>	\$ 798,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2857 Hannah Street	<b>Allowance:</b>	\$60,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$ 858,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-444-7561	<b>Alternates:</b>	\$ 3,000.00	Bid Bond	X
<b>Fax:</b>	510-444-1344	<b>Alternates:</b>	\$ 18,000.00	Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:55 PM	3/22/2012	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/22/2012	Local Business Participation Form	X
				DVBE Forms	X

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b>	Carone & Company	<b>Base Bid:</b>	\$ 818,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	5009 Fomi Dr # A	<b>Allowance:</b>	\$60,000.00	Signed Bid Form	
<b>City/State:</b>	Concord, CA	<b>TOTAL:</b>	\$ 878,000.00	Addendum Acknow.	
<b>Phone:</b>	925-602-8800	<b>Alternates:</b>	\$ 122,000.00	Bid Bond	
<b>Fax:</b>	925-602-8801	<b>Alternates:</b>	\$ 38,000.00	Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
		1:54 PM	3/22/2012	Contractor's Sub List	
				<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>	Mark Lee & Yong Kay	<b>Base Bid:</b>	\$ 925,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 MLK Jr Way	<b>Allowance:</b>	\$60,000.00	Signed Bid Form	
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$ 985,000.00	Addendum Acknow.	
<b>Phone:</b>	510-568-7225	<b>Alternates:</b>	\$ 140,000.00	Bid Bond	
<b>Fax:</b>	510-568-48890	<b>Alternates:</b>	\$ 35,000.00	Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
		1:54 PM	3/22/2012	Contractor's Sub List	
				<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>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				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>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				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: 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:** Washington Elementary School - Landscape Improvements

**PROJECT NO.:** 06012-4

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

<b>Base Bid Amount:</b>	\$ <u>719,300</u>
<b>Contingency Allowance Amount:</b>	\$ <u>60,000.00</u>
<b>Total Bid Amount:</b>	\$ <u>779,300</u>

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Washington Elementary School  
Landscape Improvements  
Project No. 06012-4  
March 2, 2012

**BID FORM**  
**DOCUMENT 00 41 13-1**

**McGUIRE AND HESTER**

**Additive/Deductive Alternates:**

**Alternate #1**

Fourteen thousand	dollars	\$ 14,000
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**Additive/Deductive Alternates:**

**Alternate #2**

Seventeen thousand	dollars	\$ 17,000
--------------------	---------	-----------

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 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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Washington Elementary School  
 Landscape Improvements  
 Project No. 06012-4  
 March 2, 2012

**BID FORM**  
**DOCUMENT 00 41 13-3**

**McGUIRE AND HESTER**

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

Treasurer: Robert C. Doud

Manager: Michael R. Hester

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
Washington Elementary School  
Landscape Improvements  
Project No. 06012-4  
March 2, 2012

BID FORM  
DOCUMENT 00 41 13-4

McGUIRE AND HESTER

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: McGuire and Hester  
 Project: Washington Elementary School  
 Project #: 06012-4  
 Estimate: \$719,300

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.
<b>PRIME Company:</b> McGuire and Hester Address: 9009 Railroad Avenue City/State: Oakland, CA 94603 Phone: (510) 632-7676	\$ 366,000	51%			3786
<b>Company:</b> North American Fence Address: 515 23rd Avenue City/State: Oakland, CA 94606 Phone: (510) 436-0755	\$ 8,856	1.2%			5389
<b>Company:</b> De Kay Demolition Address: 7700 Edgewater Drive City/State: Oakland, CA 94621 Phone: (510) 430-2668	\$ 5,900		0.8%		6985
<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>

52.2% 0.8% 53%

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: Washington Elementary School  
 Project #: 06012-4  
 Estimate: \$719,300

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> S&S Trucking Address: 477 Roland Way City/State: Oakland, CA 94621 Phone: (510) 383-3556	\$ 75,400		10.5%		1227
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

10.5% 10.5%

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

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

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

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

**BID FORM**

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

From: Interstate Grading & Paving 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: Washington Elementary School – Landscape Improvements

PROJECT NO.: 06012-4

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

<b>Base Bid Amount:</b>	\$ <u>741,990.-</u>
<b>Contingency Allowance Amount:</b>	\$ <u>60,000.00</u>
<b>Total Bid Amount:</b>	\$ <u>801,990.-</u>

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

Additive/Deductive Alternates:

Alternate #1

twenty thousand	dollars	\$ 20,000.-
-----------------	---------	-------------

Additive/Deductive Alternates:

Alternate #2

fifteen	dollars	\$ 15,000.-
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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>3/19/12</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3/20/12</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 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 22<sup>nd</sup> day of March 2012  
Name of Bidder Interstate Grading & Paving Inc.  
Type of Organization California Corporation  
Signed by H. Michael Pariani  
Title of Signer H. Michael Pariani ; President  
Address of Bidder 120 So. Maple Ave. SBF CA 94080  
Taxpayer's Identification No. of Bidder 94-2527676  
Telephone Number 650-952-7333  
Fax Number 650-952-6851  
E-mail tina@igpinc.com Web page \_\_\_\_\_  
Contractor's License No(s): No.: 316020 Class: A, HAZ Expiration Date: 11-30-12  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: please see attached  
President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Manager: \_\_\_\_\_

END OF DOCUMENT



**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: Interstate Grading & Paving, Inc.  
 Project: Washington Elementary School  
 Project #: 06012-4  
 Estimate:

Bid Opening Date: 3/22/12  
 Time: 2pm  
 Project Mgr: Wil Newby  
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 801,990					
PRIME Company: Interstate G&P Address: 128 So. Maple Ave City/State: So. San Francisco, Ca 94080 Phone: 650-952-7333	\$ 264,150				
Company: LMT Landscape Address: 7699 Edgewater Drive City/State: Oakland, Ca 94621 Phone: 510-568-3208	\$ 286,710			29.4%	#6696
Company: Address: City/State: Phone:	\$				
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>

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

APPROVAL- LBU Compliance Officer

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

PRIME: Bid Opening Date:

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

Project:  
 Project #:  
 Estimate:

Time:  
 Project Mgr:  
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b> Williams Trucking Address: 10420 Greenview Dr. City/State: Oakland, Ca 94605 Phone: 510-568-3495	\$ 5,000.00			.6	# 12639012
<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

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

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

**BID FORM**

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

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

PROJECT: Washington Elementary School – Landscape Improvements

PROJECT NO.: 06012-4

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

<b>Base Bid Amount:</b>	\$ <sup>23</sup> <del>700</del> 768,910.00
<b>Contingency Allowance Amount:</b>	\$ 60,000.00
<b>Total Bid Amount:</b>	\$ 828,910.00

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

Additive/Deductive Alternates:

Alternate #1

ONE THOUSAND <del>THREE HUNDRED AND SEVENTY FIVE</del> <sup>SEVEN HUNDRED AND THIRTY FIVE</sup> dollars	\$ <del>1,375.00</del> <sup>1,735.00</sup> (ADD)
RJ	RJ

Additive/Deductive Alternates:

Alternate #2

SIXTEEN THOUSAND SIX HUNDRED AND SEVENTY FIVE dollars	\$ 16,675.00 (ADD)
---	--------------------

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

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at 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>3/19/12</u>	No. _____, Dated _____
No. <u>2</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 peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the

District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 19 day of March 2012

Granite Rock Company DBA

Name of Bidder Pavex Construction Division

Type of Organization Corporation

Signed by [Signature]

Title of Signer \_\_\_\_\_

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

Taxpayer's Identification No. of Bidder 94-0519560

Telephone Number 510 729 5075

Fax Number 510 729 5079

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

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

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: Granite Rock Company DBA  
Pavex Construction Division

President: \_\_\_\_\_

Secretary: See the attached officers

Treasurer: of the company.

Manager: \_\_\_\_\_

END OF DOCUMENT

EXECUTED IN TRIPLICATE

Bond Number: 929536896

Premium: \$5,180.00

FACILITIES PLANNING AND MANAGEMENT

2012 APR 19 10:31

DOCUMENT 00 61 14 (FORMERLY DOCUMENT 00610)

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and McGuire and Hester ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: Washington Elementary School Landscape Improvements Project No. 06012-4 ("Project" or "Contract")

which Contract dated April, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Seven Hundred Seventy-Nine Thousand Three Hundred and no/100 DOLLARS (\$779,300.00), 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
Washington Elementary School
Landscape Improvements
Project No. 06012-4
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:

Western Surety Company

555 Mission Street  
San Francisco, Ca. 94105

Attention: Emily Newell

Telephone No.: ( 415 ) 932 - 7171

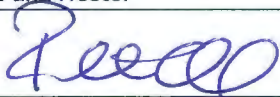
Fax No.: ( 415 ) 932 - 7185

E-mail Address: emily.newell@cnasurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 16th day of April, 20 12

McGuire and Hester

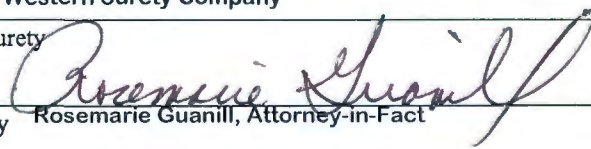
Principal



By Robert C. Doud, Exec VP/CFO

Western Surety Company

Surety



By Rosemarie Guanill, Attorney-in-Fact

Woodruff-Sawyer & Co.

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

Address of California Agent of Surety

415-391-2141

Telephone Number of California Agent of Surety



Bond Number: 929536896

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

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda



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

personally appeared Robert C. Doud  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Robert C. Doud

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



Signer Is Representing: McGuire and Hester

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Francisco

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

personally appeared Rosemarie Guanill  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature: Nerissa S. Bartolome  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Rosemarie Guanill

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

**- In Unlimited Amounts -**

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

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

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



WESTERN SURETY COMPANY

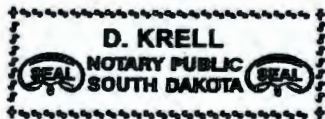
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

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

WESTERN SURETY COMPANY

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

SURETY and LIABILITY

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

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

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

Fee  
Rec. No.  
Filed

By

WESLEY J. KINDER  
Insurance Commissioner

*William M. Hayes*  
Deputy

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

**DOCUMENT 00 61 15**  
(FORMERLY DOCUMENT 00620)

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and \_\_\_\_\_  
McGuire and Hester, ("Principal") have entered into a contract for the furnishing of all materials and labor,  
services and transportation, necessary, convenient, and proper to  
Washington Elementary School Landscape Improvements  
Project No. 06012-4 \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated April, 20 12, and all of the Contract Documents attached to or  
forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of  
the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to  
100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through  
3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Western Surety Company, ("Surety") are held and  
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seven Hundred  
Seventy-Nine Thousand Three Hundred Dollars (\$ 779,300.00 ), 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**  
**Washington Elementary School**  
**Landscape Improvements**  
**Project No. 06012-4**  
**March 2, 2012**

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

Bond Number: 929536896

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 16th day of April, 20 12.

McGuire and Hester

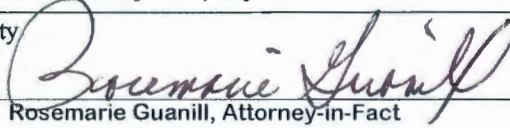
Principal



By Robert C. Doud, Exec VP/CFO

Western Surety Company

Surety



By Rosemarie Guanill, Attorney-in-Fact

Woodruff-Sawyer & Co.

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

Address of California Agent of Surety

415-391-2141

Telephone Number of California Agent of Surety

**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  
Washington Elementary School  
Landscape Improvements  
Project No. 06012-4  
March 2, 2012**

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda



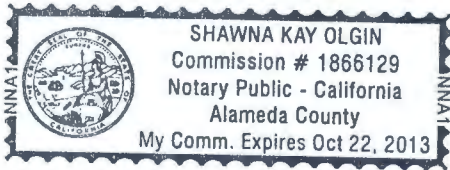
On 04/18/12 before me, Shawna Kay Olgin, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Doud  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/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: Payment Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Robert C. Doud

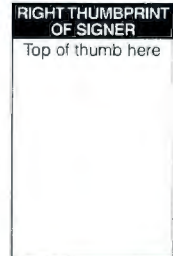
- Individual
- Corporate Officer — Title(s): Exec VP/CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: McGuire and Hester

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California }  
County of San Francisco }

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

personally appeared Rosemarie Guanill  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Nerissa S. Bartolome  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Rosemarie Guanill

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

*Paul T. Brufat*

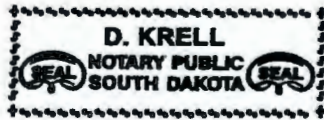
Paul T. Brufat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

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



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED  
Certificate of Authority

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

WESTERN SURETY COMPANY

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

SURETY and LIABILITY

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

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

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

Fee  
Rec. No.  
Filed

By

WESLEY J. KINDER  
Insurance Commissioner

*William M. Sales*  
Deputy

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



OP ID: SL

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
04/18/12

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

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

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

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	A1CG37471208	03/31/12	03/31/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contract Liab XCU						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GL DED 10,000					GENERAL AGGREGATE \$ 2,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$	
A	AUTOMOBILE LIABILITY	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			A1CA37471208	03/31/12	03/31/13	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB			BE14505260	03/31/12	03/31/13	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A	A1CW37471208	04/02/12	04/02/13	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

RE: Job #3399 - Washington Elementary School Landscape - Project #06012-4.

See NOTE PAD for cancellation clause and additional insured names.

Additional insured per attached form #CG 20 10 07 04 and #CG 20 37 07 04.

**CERTIFICATE HOLDER****CANCELLATION**

<b>OAKUS-1</b>  Oakland Unified School District 955 High Street Oakland, CA 94601	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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**NOTEPAD:**

HOLDER CODE OAKUS-1  
INSURED'S NAME McGuire and Hester

MCGUI-3  
OP ID: SL

PAGE 2  
DATE 04/18/12

**ADDITIONAL INSURED NAMES:**

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

**CANCELLATION CLAUSE:**

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

10 day notice of cancellation for non payment of premium.

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</b>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insure(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

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

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

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## ADDITIONAL INSURANCE WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

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

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

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

Dennis Sewell

AUTHORIZED  
REPRESENTATIVE

03/31/12

DATE

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

**Location(s) of Covered Operations**

As required by written contract

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

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

All other terms and conditions remain unchanged.

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

Dennis Sewell  
AUTHORIZED REPRESENTATIVE

03/31/12  
DATE

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

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

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

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

Dennis Sewell

AUTHORIZED REPRESENTATIVE

3/31/12

DATE

CA EN GN 0019 09 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

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

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

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

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

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

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

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

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

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

Dennis Sewell

AUTHORIZED REPRESENTATIVE

03/31/12

DATE

CA EN GN 0021 09 06

Company Old Republic General Ins. Corp.

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

Endorsement No.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

DATE: 04/02/12

"Addendum A": Agreed To Letter of Assent

FACILITIES PLANNING  
AND MANAGEMENT

2012 APR 19 A 10:31

April 18<sup>th</sup>, 2012

McGuire and Hester  
9009 Railroad Avenue  
Oakland, CA 94603

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:	<u>McGuire and Hester</u>
California State License Number:	<u>95879</u>
Job Name and Number:	<u>Washington Elementary School Landscape Improvements – Project No. 06012-4</u>
Name and Signature of Authorized Person:	<u>Robert C. Doud</u> (Print Name)
	<u>Exec VP/CFO</u> (Title)
	 _____ (Signature)
	<u>510-632-7676</u> (Telephone Number)
	<u>510-562-5210</u> (Facsimile Number)



"Addendum A": Agreed To Letter of Assent

April 16<sup>th</sup>, 2012

(Subcontractor Name)  
(Address)  
(City and State)

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:

Cal, Inc -

California State License Number:

Job Name and Number:

Washington Elementary School Landscape Improvements – Project No. 06012-4

Name and Signature of

Carla Wroten

Authorized Person:

(Print Name)

Contracts Administrator

(Title)

Carla Wroten

(Signature)

707-446-7996

(Telephone Number)

707-446-4906

(Facsimile Number)



"Addendum A": Agreed To Letter of Assent

April 16<sup>th</sup>, 2012

(Subcontractor Name)  
 (Address)  
 (City and State)

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: DEKAY DEMOLITION & CLEARING, INC.  
 California State License Number: LIC # 90 2267  
 Job Name and Number: Washington Elementary School Landscape Improvements – Project No. 06012-4  
 Name and Signature of Authorized Person: Richard DeKay  
 (Print Name)  
President  
 (Title)  
R. DeKay  
 (Signature)  
510 430-2668  
 (Telephone Number)  
510 430-2682  
 (Facsimile Number)



Addendum A: Agreed To Letter of Assent

April 16<sup>th</sup>, 2012

(Subcontractor Name)  
(Address)  
(City and State)

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:

Progressive Design Playgrounds, Inc.

California State License Number:

10816356

Job Name and Number:

Washington Elementary School Landscape Improvements – Project No. 06012-4

Name and Signature of

Tami Nelson

Authorized Person:

(Print Name)

Controller

(Title)

Tami Nelson

(Signature)

760-597-5990

(Telephone Number)

760-597-5991

(Facsimile Number)



774 Mays Blvd  
Suite 10-361

Incline Village, NV 89451  
775-849-7879 / 775-551-8880 fax

“Addendum A”: Agreed To Letter of Assent

April 16, 2012

The Turf Authority  
774 Mays Blvd  
Suite 10-361  
Incline Village, NV 89451

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: The Turf Authority

California State License Number: 872263

Job Name and Number: Washington Elementary School Landscape Improvements – Project No. 06012-4

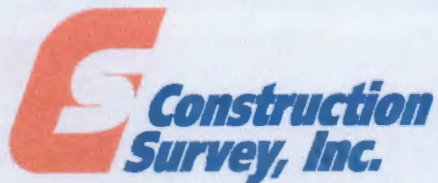
Name and Signature of Authorized Person: Colleen M. Krausen  
(Print Name)

President

(Title)  
Colleen M. Krausen  
(Signature)

775-849-7879  
(Telephone Number)

775-551-8880  
(Facsimile Number)



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

"Addendum A": Agreed To Letter of Assent

April 16, 2012

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

Dear Ms. Maribel Alejandre:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR:

California State License Number:

Job Name and Number:

Name and Signature of

Authorized Person:

Construction Survey, Inc.  
LS 7947

Washington Elementary School Landscape Improvements – Project No. 06012-4

Denise D. Baker  
(Print Name)

President  
(Title)

Denise D. Baker  
(Signature)

925-939-0993  
(Telephone Number)

925-939-9790  
(Facsimile Number)

**GKK/McCarthy/TAG**

Oakland Unified School District  
Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
(510) 879-8385  
(510) 879-1860

**LETTER OF TRANSMITTAL**

Date	Thursday, April 19, 2012
To	Susie Berkley
Address	OUSD
Attention	Susie Berkley
Regarding	Contract Documents Transmittal for MH
Project #	06012-3
Project Name:	Washington ES Landscape Improvement Phase II

Delivered Via: Messenger/Hand Delivered

Package Transmitted: For Your Files

Copies	Date	Description
3	4/18/2012	original Performance and Payment Bonds
1	4/18/2012	Insurance Certificate
1	4/18/2012	Signed Letter's of Assent from McGuire & Hester and their Subcontractors

**REMARKS:**

Please prepare and issue contract to this vendor.

Thank you

  
Wil Newby,

**FACILITIES PLANNING  
AND MANAGEMENT**

2012 APR 19 A 10:30

4/18/2012

**Oakland Unified School District**  
**955 High Street**  
**Oakland, CA 94601**  
**Attn: Wil Newby**

Subject: 06012-4 Washington Elementary School Landscape Improvements  
M&H Job No. 3399

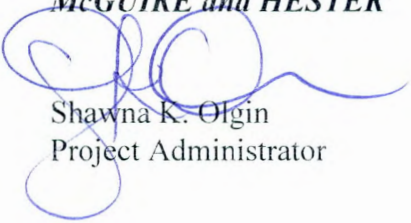
Dear Mr. Newby,

Enclosed please find three (3) original Performance and Payment Bonds, Insurance Certificate and Signed Letter's of Assent from McGuire and Hester and our Subcontractors – which have also been sent to Daviller and Sloan for the above referenced project.

Should you have any questions or concerns please feel free to contact me at 510-632-7676 extension 1141. We appreciate your business and look forward to a successful project.

Sincerely,

**McGUIRE and HESTER**



Shawna K. Olgin  
Project Administrator

## AWARD OF BID CONTRACT ROUTING FORM

### Project Information

<b>Project Name</b>	Washington ES Landscape Improvement	<b>Site</b>	Washington Elementary School
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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
-----------------------------	---

### Contractor Information

Contractor Name	McGuire & Hester	Agency's Contact	Michael Hester		
OUSD Vendor ID #	V073114	Title	Project Manager		
Street Address	9009 Railroad Avenue	City	Oakland	State	CA Zip 94603
Telephone	510-632-7676	Policy Expires	3-31-13		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	06012.3				

### Term

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

Total Contract Amount	\$	Total Contract Not To Exceed	\$779,300.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1619901881	6271	\$779,300.00
				\$

### 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>					
	Signature	Date Approved	5-7-12			
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	Signature	Date Approved	5-8-12			
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	Signature	Date Approved				
4.	<b>President, Board of Education</b>					
	Signature	Date Approved				