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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 - P.J. Atkinson Construction - Webster Academy Kitchen Upgrade Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0257 Award of Bid and Construction Contract on behalf of the District for the Webster Academy Kitchen Upgrade Project to P.J. Atkinson Construction, 23 Acorn Court, Walnut Creek, CA 94595 in the amount of \$325,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 18, 2012, and ending on August 17, 2012.

Background Currently, the existing kitchen is operated as a warming kitchen. This project provides additional preparation, cooking, cleaning, and storage equipment to upgrade the kitchen operation to a full cooking kitchen.

Local Business Participation Percentage 39.00%

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. 1112-0257 Award of Bid and Construction Contract on behalf of the District for the Webster Academy Kitchen Upgrade Project to P.J. Atkinson Construction, 23 Acorn Court, Walnut Creek, CA 94595 in the amount of \$325,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 18, 2012, and ending on August 17, 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. 1112-0257

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
WEBSTER ACADEMY KITCHEN UPGRADE PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids for the project which involves the supply and installation of a new kitchen for the Webster Academy Kitchen Upgrade Project for the Oakland Unified School District of Alameda County, California; and;

WHEREAS was one (1) bid provided were via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
P.J. Atkinson Construction	Walnut Creek, CA	\$325,000.00

and,

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

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

RESOLUTION NO. 1112-0257

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
WEBSTER ACADEMY KITCHEN UPGRADE PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **P.J. ATKINSON CONSTRUCTION**, for the performance of the bid work, in the amount of **THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$325,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 23, 2012.

Edgar Rakestraw, Jr.
Secretary, Board of Education

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 **P.J. Atkinson Construction** ("Contractor") ("Agreement").

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

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

PROJECT: **Webster Academy Kitchen Upgrade**

PROJECT NO.: **07106**

Resolution Number: **1112-0257**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Sixty days (60)** 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 punchlist 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 Class B (428321) 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:

Two hundred ninety-thousand dollars and no cents

(\$290,000.00), (Base Contract Amount)

+ **Thirty-five thousand dollars and no cents**

(\$35,000.00), (Contingency Allowance Amount)

= **Three hundred twenty-five thousand dollars and no cents**

(\$325,000.00), (“Contract Price”)

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

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

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

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

Dated: _____, 20__

Dated: MAY 7, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

PJ Atkinson Const. **CONTRACTOR**

By: _____

By: Philip J Atkinson

Print Name: Jody London

Print Name: PHILIP J ATKINSON

Print Title: President, Board of Education

Print Title: owner

By: _____

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: _____

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: _____

Print Name:

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

E

Supplemental



Supplement Questionnaire for Certification

E 1) To participate in the Oakland Unified School District's Local/Small Local Program, complete the common application and Supplemental C for the City of Oakland certification

E 2) Please be advised the Oakland Unified School District (OUSD) also certifies Oakland residents who own certified small local businesses in Oakland into the OUSD Small Local Resident Business (SLRB) Program. If your firm is applying for the SLRB please submit the following:

- a. Original issued government document, driver's license or valid issued identification
- b. Must show a valid picture ID
- c. Three (3) addresses for verification dated within 90 days of submittal. Must reflect the business owner's CURRENT address:
 - i. One to three utility bills from different agencies, and/or i.e., PG&E, home telephone, water, garbage, or cable
 - ii. Both automobile registration and insurance, and/or
 - iii. Homeowner's/renter's insurance policy, and/or
 - iv. Property tax statement, and/or
 - v. Official letter from a social service/government agency, and/or
 - vi. Rental/Lease Agreement or Grant Deed or Title

DOCUMENT 00 45 60
(FORMERLY DOCUMENT 00915)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 07106-Webster Aca, between Oakland Unified School District (the "District" or the "Owner") and PJ Atkinson Construction (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

DOCUMENT 00 45 65
(FORMERLY DOCUMENT 00920)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 07106-Webster Academy between Oakland Unified School District
(the "District" or the "Owner") and P.J. Atkinson Construction (the
"Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

Date: 5-7-2012

**P.J. ATKINSON
CONSTRUCTION**
←—————→
23 ACORN COURT
WALNUT CREEK, CA 94595

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012

TOBACCO-FREE ENVIRONMENT
CERTIFICATION
DOCUMENT 00 45 65-1

DOCUMENT 00 45 70
(FORMERLY DOCUMENT 00925)

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 07106 WEBSTER ACADEMY between Oakland Unified School District ("District" or "Owner") and PJ ATKINSON CONSTRUCTION ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date:

5-7-2012

**P.J. ATKINSON
CONSTRUCTION**
←—————→
23 ACORN COURT
WALNUT CREEK, CA 94595

Proper Name of Bidder:

Signature:

Philip J. Atkinson

Print Name:

PHILIP J. ATKINSON

Title:

OWNER

END OF DOCUMENT

to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

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

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

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

3. Contractor's Liability

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

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

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

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

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

**OAKLAND UNIFIED SCHOOL DISTRICT
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012**

**LEAD-BASED CERTIFICATION
DOCUMENT 00 45 75-2**

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY

Date:

5-7-2012

**P.J. ATKINSON
CONSTRUCTION**
←—————→
23 ACORN COURT
WALNUT CREEK, CA 94595

Proper Name of Bidder:

Signature:

Philip J Atkinson

Print Name:

PHILIP J ATKINSON

Title:

OWNER

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 07106 WEBSTER ACADEMY between Oakland Unified School District
("District" or "Owner") and P J ATKINSON CONSTRUCTION ("Contractor" or
"Bidder") ("Contract" or "Project").

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

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other NOT APPLICABLE

Type of Entity: Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): P.J. ATKINSON CONSTRUCTION
Mailing address: 23 ACORN COURT
WALNUT CREEK, CA 94595

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: 5-7-2012
Proper Name of Bidder: P.J. ATKINSON CONSTRUCTION
23 ACORN COURT
WALNUT CREEK, CA 94595
Signature: Philip J. Atkinson
Print Name: PHILIP J ATKINSON
Title: OWNER

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 07106 between the Oakland Unified School District ("District") and PJ
ATKINSON ("Contractor" or "Bidder") ("Contract" or "Project").

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

1. **Education Code.** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

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

2. **Megan's Law (Sex Offenders).** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

Date: 5-7-2012

P.J. ATKINSON
CONSTRUCTION
23 ACORN COURT
WALNUT CREEK, CA 94595

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

A#B

FACILITIES PLANNING
DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

Bond Number: CA4426716
Premium: \$4,680.00

2012 APR 30 P 2: 26
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 P.J. Atkinson Construction, ("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:

Webster Academy Kitchen Build-Out; Project #07106 (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and Great American Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Three Hundred Twenty-Five Thousand***** DOLLARS (\$ 325,000), 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
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012

2012 APR 30 P 2: 26
FACILITIES PLANNING
MANAGEMENT

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:

Great American Insurance Company
3017 Douglas Blvd., Ste. 300
Roseville, CA 95661

Attention: Larry Conner

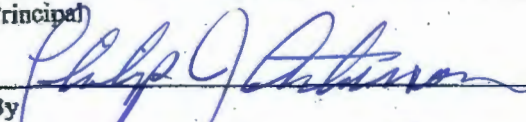
Telephone No.: (916) 788 - 7261

Fax No.: (866) 624 - 1942

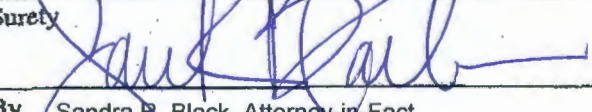
E-mail Address: lconner@GAIC.COM

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 24th day of April, 2012.

P.J. Atkinson Construction
Principal

By 

Great American Insurance Company
Surety

By  Sandra R. Black, Attorney-in-Fact

Leston Insurance Agency, Inc.

Name of California Agent of Surety
2381 El Camino Avenue
Sacramento, CA 95821

Address of California Agent of Surety

916-481-8108

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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 _____
P.J. Atkinson Construction, ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to

Webster Academy Kitchen Build-Out; Project #07106 _____ (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and Great American Insurance Company _____, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____
Three Hundred Twenty-Five Thousand*****Dollars (\$ 325,000.00), 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
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012

PAYMENT BOND
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 24th day of April, 2012.

P.J. Atkinson Construction

Principal

By

Great American Insurance Company

Surety

By Sandra R. Black, Attorney-in-Fact

Lesron Insurance Agency, Inc.

Name of California Agent of Surety

2381 El Camino Avenue
Sacramento, CA 95821

Address of California Agent of Surety

916-481-8108

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
Webster Academy
Kitchen Build-Out
Project No. 07106
January 12, 2012

PAYMENT BOND
DOCUMENT 00 61 15-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 4-24-13 before me, E. Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public E. Johnson



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: Sandra R. Black

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Great American
Insurance Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 14215

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF SACRAMENTO,	BOTH \$75,000,000.00
SANDRA R. BLACK	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of DECEMBER, 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of DECEMBER, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of April, 2012



Stephen C. Beraha

Assistant Secretary

C

2012 APR 30 P 2: 26

FACILITIES PLANNING
AND MANAGEMENT

2012 APR 30 P 2: 26

CREDIT APPLICATION

CONFIDENTIAL

Applicant: Philip James Atkinson
P. J. Atkinson Construction
23 Acorn Court
Walnut Creek, California 94595-1444

Soc. Sec. # 561-98-6544
Federal I.D.# 68-0113078
State License # 428321
Years in Business 30

Telephone: (925) 937-6016
Fax: (925) 937-6019

Credit References / Principal Suppliers:

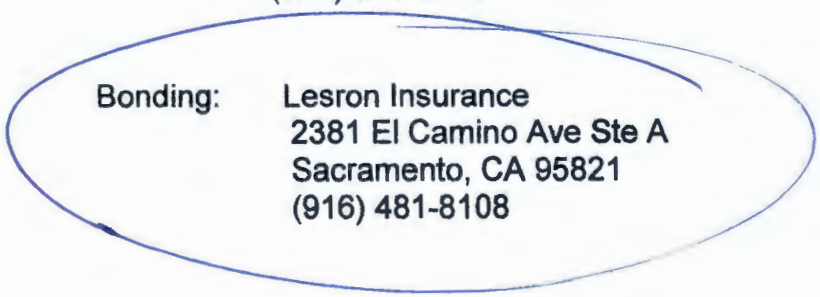
Phone:

Grabber	205 Mason Circle Concord, CA 94524	(925) 687-6606
Ashby Lumber	2295 Arnold Industrial Way Concord, CA 94524	(925) 689-8999
White Cap	1640 Challenge Dr. Concord, CA 94520	(925) 685-9130
Kelly-Moore Paint	2700 N. Main Street Walnut Creek, CA 94596	(925) 939-4100

Bank: The Mechanics Bank
1350 N. Main Street
Walnut Creek, CA 94596
(925) 210-8170

Acct No. 014-001659

Bonding: Lesron Insurance
2381 El Camino Ave Ste A
Sacramento, CA 95821
(916) 481-8108





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2012

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

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

PRODUCER 949-200-7171 949-812-7677

Oyhancabal Insurance
65 Enterprise
Aliso Viejo, CA 92656

CONTACT NAME: Jack
PHONE (A/C, No, Ext): 949-200-7171 FAX (A/C, No): 949-812-7677
E-MAIL ADDRESS: joyhancabal@farmersagent.com
PRODUCER CUSTOMER ID #:

INSURED
P J ATKINSON CONSTRUCTION
23 ACORN CT
Walnut Creek CA 94595

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : United Specialty Insurance
INSURER B : Commerce West
INSURER C :
INSURER D :
INSURER E :
INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBRT INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	SIG2602416-00	08/18/11	08/18/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	CVA4002071	08/22/11	08/22/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

certificate holder is listed as additional insured.

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT AND PROJECT MANAGER
955 HIGH STREET
OAKLAND, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jacques Oyhancabal

E

WEBSTER ACADEMY - KITCHEN BUILD-OUT
PROJECT #07106
LETTER OF ASSENT

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

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

Dear Mr./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 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: P J ATKINSON CONSTRUCTION
California State License Number: B-428321
Job Name and Number: WEBSTER ACADEMY KITCHEN BUILD-OUT #07106
Name and Signature of Authorized Person: PHILIP J. ATKINSON
(Print Name)
OWNER
(Title)
Philip J. Atkinson
(Signature)
925-937-6016
(Telephone Number)
925 937-6019
(Facsimile Number)

WEBSTER ACADEMY - KITCHEN BUILD-OUT
PROJECT #07106
LETTER OF ASSENT

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

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

Dear Mr./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 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: P J ATKINSON CONSTRUCTION
California State License Number: B-425321
Job Name and Number: WEBSTER ACADEMY KITCHEN BUILD-OUT #07106
Name and Signature of
Authorized Person: PHILIP J. ATKINSON
(Print Name)
OWNER
(Title)
Philip J. Atkinson
(Signature)
925-937-6016
(Telephone Number)
925 937-6019
(Facsimile Number)

WEBSTER ACADEMY - KITCHEN BUILD-OUT
Project # 07106
LETTER OF ASSENT

QUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

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

Dear ~~MARIBEL~~ 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.

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

The obligation to be a party to and bound by this Agreement shall extend to all work covered by this 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 Dean's Acoustical Ceilings
California State License Number 475711
Contract Name and Number Webster Academy - Kitchen Bu. Ut-Out / Project 07106
Name and Signature of Authorized Person
Bruce Brown, President
(Print Name)
Bruce Brown
(Signature)
(925) 634-2243
(Telephone Number)
(925) 634-2079
(Facsimile Number)

WEBSTER ACADEMY - KITCHEN BUILD-OUT
PROJECT # 07106
LETTER OF ASSENT

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

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

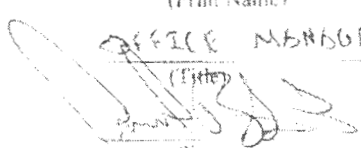
Dear Ms. MARIBEL ALEJANDRE

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 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: COMCO SHEETMETAL
California State License Number: 285454
Job Name and Number: WEBSTER ACADEMY / 07106
Name and Signature of Authorized Person: DAMOND BUTTICE JR.
(Print Name)
OFFICE MANAGER
(Title)

(Signature)
510 832 6433
(Telephone Number)
510 332 6429
(Facsimile Number)

WEBSTER ACADEMY - KITCHEN BUILD-OUT
PROJECT #07106
LETTER OF ASSENT

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

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

Dear Mr./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 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: F.S. FRUSE PLUMBING CO.
California State License Number: 512710 C-36
Job Name and Number: WEBSTER ACADEMY KITCHEN BUILD OUT #07106

Name and Signature of Authorized Person: F.S. FRUSE
(Print Name)

SIGNATORY TO: OWNER
(Title)

LOCAL 342
STEAMFITTERS/PLUMBERS
935 DETROIT AVE.
OAKLAND, CA 94619
925.686.5880

F.S. Fruse
(Signature)

925.427.5547
(Telephone Number)

925.427.5538
(Facsimile Number)



2012 APR 30 P 2:26

April 13, 2012

P.J. Atkinson Construction
23 Acorn Court
Walnut Creek, CA, 94595

**Re: Oakland Unified School District
Webster Academy Kitchen Build Out
Project No. 07106
Notice of Intent to Award**

Dear Mr. Atkinson:

This letter shall serve as **Notice of Intent to Award** the Construction Contract pending approval by the Board of Education, of your contract with the Oakland Unified School District based on your bid submitted on **April 3, 2012** in the amount of **\$ 290,000.00 including No Alternate(s), totaling \$ 000,000, with a grand total value of \$ 325,000.00.**

Upon Board action, we will forward to your office the agreement and optional "Escrow Agreement in Lieu of Retention" forms for processing. Upon receipt, should you find these forms acceptable, please sign and return all copies to OUSD for execution.

In order to issue your contract and Notice to Proceed, the following documents need to be submitted within seven, (7) calendar days, by **April 20, 2012** to: **Wil Newby**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

- ✓ a. Performance Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- ✓ b. Payment Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- ✓ c. Local contact for Surety, with name, phone number, and address to which legal notices may be sent.)
- ✓ d. Certificates of Insurance (Admitted in California)
 - ✓ i. Public Liability Insurance, including Comprehensive General Liability Liability Insurance as outlined in the General Conditions.
 - ✓ ii. Worker's Compensation Insurance, as outlined in the General Conditions.
 - ✓ iii. Automobile Liability Insurance Policy as outlined in the General Conditions.
 - ✓ iv. Builders Risk Insurance
 - i.) and iii.) Name Oakland Unified School District and Project Manager as Additional Insured and reference the specific project on the certificates for items a. through d., listed above.
 - iv.) Name Oakland Unified School District as loss payee. All certificates must give thirty, (30) days notice to Oakland Unified School District of insurance policy cancellation or reduction in coverage.

Wil,
ITEMS A, B, C, D & E ARE INCLUDED

- e. Provide confirmation by **P.J. Atkinson Construction** and by all of **P.J. Atkinson's subcontractors** to the OUSD Project Labor Agreement - (PLA), by return of the Letter of Assent, to *Davillier- Sloan, Inc.*

P.J. Atkinson Construction will provide an original, signed copy of the Letter Assent for themselves and their subcontractors to:

OUSD PLA Administration:
Regional Labor Relations Manager
Maribel Alejandre
Davillier-Sloan Management Consultants
1620 12th Street
Oakland, CA 94607
(510) 835-7603
Fax: (510) 835-7613
maribel@davillier-sloan.com

P.J. Atkinson Construction will also provide an original signed copy of their Letter of Assent to:

Wil Newby, Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland CA 94601

Time is of the essence for this project, so please expedite the delivery of the above listed documents. These documents must be received and a contract must be executed before a "**Notice to Proceed**" can be issued.

If you have any questions, please feel free to give the **Wil Newby**, Project Manager, a call at (510) 532-2802 and/or their cell (510) 599-3144.

Very truly yours,

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

TW: WN

cc: Tadashi Nakadegawa, OUSD Director of Facilities
Susie Butler-Berkley, OUSD Contract Administrator
Wil Newby, Project Manager
Pamila Henderson, OUSD Labor Management
Shonda Scott, OUSD LBE Compliance

AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Webster Academy Kitchen Upgrade	Site	Webster Academy
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Basic Directions

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

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

Contractor Name	P.J. Atkinson Construction	Agency's Contact	Phil Atkinson		
OUSD Vendor ID #	New Vendor	Title	Project Manager		
Street Address	23 Acorn Court	City	Walnut Creek	State	CA
Telephone	925-937-6016	Policy Expires	8-12-2012		
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes X No	Worked as an OUSD employee?	<input type="checkbox"/> Yes X No		
OUSD Project #	07106				

Term

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

Total Contract Amount	\$	Total Contract Not To Exceed	\$325,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1629901891	6271	\$325,000.00
				\$

Approval and Routing (in order of approval steps)

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

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