

Board Office Use: Legislative File Info.	
File ID Number	12-0034
Committee	Facilities
Introduction Date	3-14-2012
Enactment Number	12-0908
Enactment Date	3-14-12



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 March 14, 2012

Subject Award of Bid - W.A. Thomas Company, Inc. - Arroyo Viejo CDC Renovation Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0153, Award of Bid and Construction Contract on behalf of the District for the Arroyo Viejo CDC Renovation Project to W.A. Thomas Company, Inc., 2356 Pacheco Blvd., Martinez, CA 94553 in the amount of \$2,855,000.00, 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: 365 Calendar Days, commencing March 15, 2012, and ending on March 14, 2013.

Background The Arroyo Viejo CDC building is in disrepair and at the end of its life cycle. The building is in need of a complete renovation.

Local Business Participation Percentage 30.80%

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. 1112-0153, Award of Bid and Construction Contract on behalf of the District for the Arroyo Viejo CDC Renovation Project to W.A. Thomas Company, Inc., 2356 Pacheco Blvd., Martinez, CA 94553 in the amount of \$2,855,000.00, 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: 365 Calendar Days, commencing March 15, 2012, and ending on March 14, 2013.

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. 1112-0153

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
ARROYO VIEJO CDC RENOVATION PROJECT**

WHEREAS the DISTRICT has heretofore requested bids modernization of an existing Child Development Center, including but not limited to: Demolition, concrete, Masonry, Metals, Structural Steel, Carpentry for the Arroyo Viejo CDC Renovation Project for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
W. A. Thomas Company, Inc.	Martinez, CA	\$2,855,000.00
Cal-Pacific Construction	Oakland, CA	\$2,862,000.00
West Bay Builders	Novato, CA	\$2,936,726.00

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. 1112-0153

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
ARROYO VIEJO CDC RENOVATION PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **W.A. THOMAS COMPAY, INC.**, for the performance of the bid work, in the amount of **TWO MILLION, EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$2,855,000.00)** 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 **W.A. THOMAS COMPAY, INC.** for the performance of bid work.

Passed by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on March 14, 2012.



Edgar Rakestraw, Jr.
Secretary, Board of Education

LEGISLATIVE FILE

File ID Number 12-0634
Introduction Date 3-14-12
Enactment Number 12-0908
Enactment Date 3-14-12 PR

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **31st DAY OF January, 2012**, by and between the Oakland Unified School District ("District" or "Owner") and **W. A. Thomas Co., Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: Arroyo Viejo CDC Renovation of Building
PROJECT NO.: 07024
RESOLUTION NUMBER: 1112-0153

("Project or Contract" or "Work"): **The scope of the project to provide modernization of the existing Child Development Center, including but not limited to: Demolition, concrete, masonry, metals, structural steel, carpentry, casework, insulation, roofing, doors, windows, acoustical ceilings, flooring, painting, pre-engineered shade structures, plumbing, HVAC, electrical, earthwork, landscape, storm drain system.**

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.

OAKLAND UNIFIED SCHOOL DISTRICT
Arroyo Viejo CDC Renovation of Building
Project No. 07024
January 31, 2012

AGREEMENT
DOCUMENT 00 52 13

AGREEMENT
1112-0153

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 **Three hundred sixty-five days (365)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by March 15, 2013.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - Consistent with the General Conditions, Document 00 70 00, 16.1, Contractor and OUSD agree that if Contractor fails to achieve completion of the Work within the time specified in Paragraph 16.1, then, as liquidated damages for delay, Contractor shall pay **\$1,500.00** for each day that expires after the time specified in Paragraph 16.1 hereof until Work is completed.
 - 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 B** 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>Two million, five hundred thousand dollars and cents</u>
	<u>(\$2,500,000.00)</u> , (Base Contract Amount)
+	<u>Two hundred thousand</u> Dollars
	<u>(\$ 200,000.00</u>), (Contingency Allowance Amount)
+	<u>(\$ 155,000.00)</u> (Alternate No. 1)
<hr/>	
=	<u>Two million, eight hundred fifty-five thousand dollars and no cents</u>
	<u>(\$2,855.00.00)</u> , ("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: February 10, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

W.A. Thomas Co., Inc. **CONTRACTOR**

By: _____

By:  _____

Print Name: Jody London

Print Name: James Smith

Print Title: President, Board of Education

Print Title: President

By: _____

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By:  _____

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By:  _____

Print Name: Cate Bostoff

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

LEGISLATIVE FILE

File ID Number 12-0634

Introduction Date 3-14-12

Enactment Number 12-0908

Enactment Date 3/14/12 

SPECIAL MEETING OF THE BOARD OF DIRECTORS
W. A. THOMAS CO., INC.

A special meeting of the Board of Directors of W. A. Thomas Co., Inc., organized and existing under and by virtue of the State of California, was held pursuant to waiver of notice and consent signed by all directors of the corporation on the 7th day of December of 2010.

There was present the following directors:

James D. Smith

William P. Luce

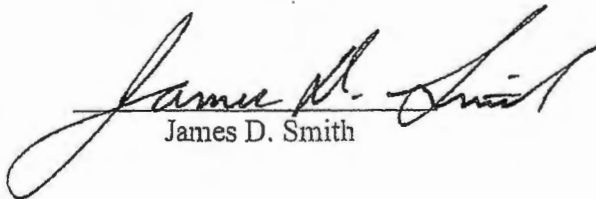
Michelle M. Smith

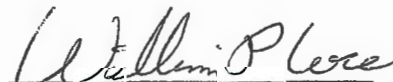
constituting all of the directors of the corporation.

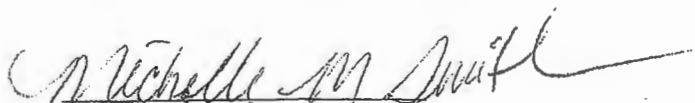
RESOLVED, that the signature of either James D. Smith, Corporate President, or William P. Luce, Corporate Secretary, on bids, bid bonds, contracts and all other documents containing such terms will bind the corporation in the matter contained therein.

There being no further business to come before this meeting, it was, upon motion duly made, seconded and unanimously adopted, adjourned

IN WITNESS WHEREOF, the undersigned have signed their respective names on the 7th day of December of 2010.


James D. Smith


William P. Luce


Michelle M. Smith

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 W. A. Thomas Co., Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Arroyo Viejo CDC Renovation/ Project No. 07024(Project Name)
("Project" or "Contract")

which Contract dated March 15, 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 Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Two Million Eight Hundred Fifty Five Thousand DOLLARS (\$^{2,855,000.00}), 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
Arroyo Child Development Center
Replacement
Project No. 07024
June 2, 2011

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:

THE HARTFORD

BOND, T-4

ONE HARTFORD PLAZA

HARTFORD, CT 06155

Attention: Surety Claims Department

Telephone No.: (888)-266-3488

Fax No.: (860)-757-5835

E-mail Address: Andrew.Holloway@thehartford.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 1st day of February, 2012.

W. A. Thomas Co., Inc.

Principal

By *James Smith*
James Smith, President

Hartford Fire Insurance Company

Surety

By *S Nicole Evans*, Attorney in Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety
135 Main Street, STE 2100

San Francisco, CA 94105

Address of California Agent of Surety

415-356-3980

Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Arroyo Child Development Center
Replacement
Project No. 07024
June 2, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Arroyo Child Development Center
Replacement
Project No. 07024
June 2, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On February 1, 2012 before me, Jessica L Nowlin, Notary Public

personally appeared-----S. Nicole Evans-----

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

Jessica L. Nowlin

Signature of Notary Public

Place Notary Seal Above

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-141991 & 57-101536

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Lori Nagle, Shelly Santellano, S. Nicole Evans, David Alvarado, Scott Gaddy, Jeff Parkhurst, Pamela Paridy, Jessica Nowlin
of
San Francisco, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 1, 2012**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 2/9/12 before me, Rebecca K. Nolen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Smith
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 Rebecca K. Nolen
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: Performance Bond - Arroyo Viejo CDC #07024

Document Date: 2/1/12 Number of Pages: _____

Signer(s) Other Than Named Above: Nicole Evans

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Smith

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

Signer Is Representing: _____
W.A. Thomas Co., Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

BOND 57BCSGC1557
Premium: Included

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 W. A. Thomas Co., Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Arroyo Viejo CDC Renovation/ Project No. 07024 (Project Name)
("Project" or "Contract")

which Contract dated March 15, 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 Hartford Fire 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 Two Million Eight Hundred Fifty Five Thousand Dollars (\$ 2,855,000.00), 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
Arroyo Child Development Center
Replacement
Project No. 07024
June 2, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -1

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Three hundred sixty five days (365) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by February 11, 2013.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

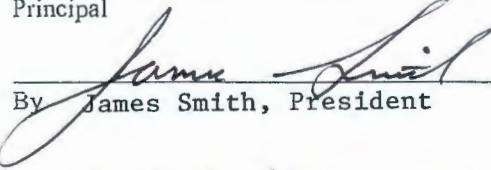
[ADAPT THIS SECTION FOR EACH PROJECT] (NOT USED)

- **Submittal of any item on approved Submittal Schedule:** Not used. dollars [SPELL OUT LIQUIDATED DAMAGE AMOUNT] (\$ _____) [INDICATE NUMERICAL AMOUNT] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
 - **Milestone No. 1:** Not used. dollars [SPELL OUT LIQUIDATED DAMAGE AMOUNT] (\$ _____) [INDICATE NUMERICAL AMOUNT] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 1.
 - **Milestone No. 2:** Not used. dollars [SPELL OUT LIQUIDATED DAMAGE AMOUNT] (\$ _____) [INDICATE NUMERICAL AMOUNT] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 2.
 - **Milestone No. 3:** Not used. dollars [SPELL OUT LIQUIDATED DAMAGE AMOUNT] (\$ _____) [INDICATE NUMERICAL AMOUNT] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 3.
 - **Project Completion:** One Thousand Five Hundred dollars [SPELL OUT LIQUIDATED DAMAGE AMOUNT] (\$ 1,500.00) [INDICATE NUMERICAL AMOUNT] per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

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 1st day of February, 2012.

W. A. Thomas Co., Inc.

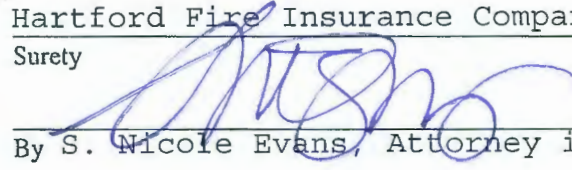
Principal



By James Smith, President

Hartford Fire Insurance Company

Surety



By S. Nicole Evans, Attorney in Fact

Edgewood Partners Insurance Center

Name of California Agent of Surety
135 Main Street, STE 2100

San Francisco, CA 94105

Address of California Agent of Surety

415-356-3980

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
Arroyo Child Development Center
Replacement
Project No. 07024
June 2, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On February 1, 2012 before me, Jessica L Nowlin, Notary Public
personally appeared-----S. Nicole Evans-----

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

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-141991 & 57-101536

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Lori Nagle, Shelly Santellano, S. Nicole Evans, David Alvarado, Scott Gaddy, Jeff Parkhurst, Pamela Paridy, Jessica Nowlin
of
San Francisco, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 1, 2012**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 2/9/12 before me, Rebecca K. Nolen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James Smith
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 Rebecca K. Nolen
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: Payment Bond - Arroyo Viejo CDC #07024

Document Date: 2/1/12 Number of Pages: _____

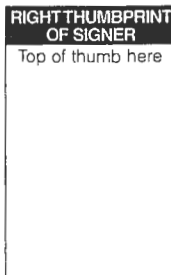
Signer(s) Other Than Named Above: Nicole Evans

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Smith

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

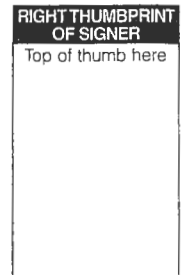
Signer Is Representing: _____
W.A. Thomas Co., Inc.



Signer's Name: _____

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

Signer Is Representing: _____





Interoffice Memo

Date: January 27, 2012
 To: Tadashi Nakadegawa, Director of Facilities
 From: Eric Scheuermann
 Project Name: **Arroyo Viejo CDC Renovation**
 Project No.: 07024
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

	Base Bid	Contingency	Total Bid Amount	Alternate #1
Low Bid W.A. Thomas Co., Inc.	\$2,500,000	\$200,000	\$2,700,000	\$155,000
2 nd low bid Cal-Pacific Construction	\$2,507,000	\$200,000	\$2,707,000	\$155,000
3 rd low bid West Bay Builders	\$2,581,726	\$200,000	\$2,781,726	\$155,000
4 th low bid BHM Constrution	\$2,683,800	\$200,000	\$2,883,800	\$155,000
5 th low bid Angotti & Reilly	\$2,783,5530	\$200,000	\$2,938,553	\$155,000
6 th low bid D.L. Falk Construction	\$2,817,000	\$200,000	\$3,017000	\$155,000

W.A. Thomas Local Business Enterprise Participation: **30.8%**

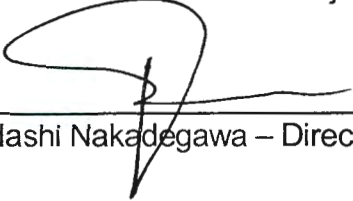
GKK/McCarthy/RGM recommends the award of the bid to W.A. Thomas Company, Inc., for a total contract amount of \$ 2,855,000, which includes Alternate #1.

Construction Budget: \$2,595,120 Bid Savings: (\$259,880)

Project Budget Increase: \$400,000 Remaining Project Budget: \$39,654

Recommendation: Eric Scheuermann
Eric Scheuermann – Project Manager

1/27/12
Date

Acceptance: 
Tadashi Nakadegawa – Director of Facilities

1/27/12
Date

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Arroyo Viejo Child Development Center
 Project: Replacement
 Project #: 07024
 Estimate: \$2,300,000

Date: Thursday, December 15, 2011
 Time: 2:15 PM
 Project Mgr: Eric Scheuermann
 Architect: _____

Signature of Witness to Bid		Signature of Bid Opener			
Company:	W.A. Thomas Company, Inc	Base Bid:	\$2,500,000.00	Required Day of Bid:	
Address:	2356 Pacheco Blvd	Allowance:	\$ 200,000.00	Signed Bid Form	X
City/State:	Martinez, CA	TOTAL:	2,700,000.00	Addendum Acknow.	X
Phone:	925-228-9600	Alternates:	\$ 155,000.00	Bid Bond	X
Fax:	925-228-6932			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	12/15/2011	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	12/15/2011	Local Business Participation Form	X
				DVBE Forms	X
Company:	Cal-Pacific Construction, Inc	Base Bid:	\$2,507,000.00	Required Day of Bid:	
Address:	3740 San Leandro Street	Allowance:	\$200,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$2,707,000.00	Addendum Acknow.	X
Phone:	510-532-2223	Alternates:	\$83,000.00	Bid Bond	X
Fax:	510-532-2224			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	12/15/2011	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	12/15/2011	Local Business Participation Form	X
				DVBE Forms	X
Company:	West Bay Builders	Base Bid:	\$2,581,726.00	Required Day of Bid:	
Address:	250 Bel Marin Keys Blvd Bldg A	Allowance:	\$200,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$2,781,726.00	Addendum Acknow.	X
Phone:	415-456-8972	Alternates:	\$130,000.00	Bid Bond	X
Fax:	415-459-0665			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	12/15/2011	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	12/15/2011	Local Business Participation Form	X
				DVBE Forms	X
Company:	BHM Construction, Inc	Base Bid:	\$ 2,683,800.00	Required Day of Bid:	
Address:	522 Walnut Ave	Allowance:	200,000.00	Signed Bid Form	X
City/State:	Vallejo, CA	TOTAL:	\$ 2,883,800.00	Addendum Acknow.	X
Phone:	707-643-4580	Alternates:	180,000.00	Bid Bond	X
Fax:	707-643-4581			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	12/15/2011	Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
		2:15 PM	12/15/2011	Local Business Participation Form	X
				DVBE Forms	X

Oakland Unified School District
 Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Angotti & Reilly Inc	Base Bid:	\$ 2,738,553.00	Required Day of Bid:	
Address:	1000 Mariposa Street	Allowance:	\$ 200,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$ 2,938,553.00	Addendum Acknow.	X
Phone:	415-575-3700	Alternates:	\$ 110,000.00	Bid Bond	X
Fax:	415-575-1470			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		2:00 PM	12/15/2011	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:15 PM	12/15/2011	DVBE Forms	X
Company:	D.L. Falk Construction, Inc	Base Bid:	\$ 2,817,000.00	Required Day of Bid:	
Address:	3526 Investment Blvd	Allowance:	\$ 200,000.00	Signed Bid Form	X
City/State:	Hayward, CA	TOTAL:	\$ 3,017,000.00	Addendum Acknow.	X
Phone:	510-887-6500	Alternates:	\$ 150,000.00	Bid Bond	X
Fax:	510-877-6501			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:56 PM	12/15/2011	Contractor's Sub List	X
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:15 PM	12/15/2011	DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Required Doc's within 24 hrs	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	

Written By: *Juanita White*

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: W.A. Thomas Co., 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: Arroyo Viejo Child Development Center - Replacement

PROJECT NO.: 07024

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

Base Bid Amount:	\$ <u>2,500,000</u>
Contingency Allowance Amount:	\$ <u>200,000.00</u>
Total Bid Amount:	\$ <u>2,700,000</u>

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

Additive Alternate #1:

Section 32 30 00, 11 68 13, 13 31 23, 32 18 16.13 and Drawing A004 including the addition of a concrete bench, Pre-Engineered Shade Structure, Playground Protective Surfacing, and Playground Equipment.

Additive Alternate #1 (cost)

One Hundred Fifty Five Thousand	dollars	\$ 155,000
------------------------------------	---------	------------

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>1</u> , Dated <u>10/20/11</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>11/29/11</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>12/8/11</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

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

Dated this 15th day of December 20 11.

Name of Bidder W.A. Thomas Co., Inc.

Type of Organization Corporation - General Contractor

Signed by James Smith 

Title of Signer President

Address of Bidder 2356 Pacheco Blvd., Martinez, CA 94553

Taxpayer's Identification No. of Bidder 94-2185674

Telephone Number 925/228-9600

Fax Number 925/228-6932

E-mail jim@wathomas.net Web page N/A

Contractor's License No(s): No.: 285617 Class: A&B Expiration Date: 5/31/2013

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: W.A. Thomas Co., Inc.

President: James Smith

Secretary: Michelle Smith

Treasurer: William Luce

Manager: N/A

END OF DOCUMENT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: W. A. Thomas Co.
 Project: Arroyo Viejo CDC
 Project #: 07024
 Estimate: \$2,700,000

Bid Opening Date: 12/15/11
 Time: 2
 Project Mgr: Will Newby
 Architect: Baseline Design

PAGE
1 of 3

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
	\$2,509,000	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
PRIME Company: W. A. Thomas Address: 2356 Pacheco Bl. City/State: Martinez, CA Phone: 925 / 223-9600	\$700,000	0	0	0	
Company: Eclipse Elec. Address: 8105 Edgewater Dr. City/State: Oakland, CA Phone: (510) 472-0379	\$274,000		10.96	10.96	7151
Company: Ernst Mechanical Address: 4605 Oakhill Rd. City/State: Oakland, CA Phone: (510) 569-8749	\$168,851		6.75	6.75	7230
Company: Central Concrete Address: 2400 Peralta St. City/State: Oakland, CA Phone: (510) 293-6272	\$25,000	1.0			6231
Company: East Bay Restaurant Address: 49 4th St. City/State: Oakland, CA Phone: (510) 465-4300	\$40,565	1.62			7256
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

See next page

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: W. A. Thomas Co.
 Project: Arroyo Viejo CDC
 Project #: 07024
 Estimate: \$2,700,000

Bid Opening Date: 12/15/11
 Time: 2
 Project Mgr: Will Newby
 Architect: Baseline-Desig

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
	\$2,500,000				
PRIME Company: W. A. Thomas Address: 2356 Pacheco Bl. City/State: Martinez, CA Phone: 925 / 228-9600	\$700,000				
Company: Global Specialties Address: 936 61st St. City/State: Oakland, CA Phone: (510) 652-2060	\$5,063	0.20			5462
Company: James Island Plaster Address: 484 Lake Park Ave #138 City/State: Oakland, CA Phone: (510) 568-3671	\$39,489		1.58		
Company: Premium Roofing Address: 2630 76th Ave. City/State: Oakland, CA Phone: (510) 774-7083	\$110,000		4.40	4.40	6360
Company: Safeshield / MAE Address: 2420 San Pablo Ave. City/State: Oakland, CA Phone: (510) 428-3963	\$105,500		4.22		7154
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL- LBU Compliance Officer

see next page

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *W.A. Thomas Co.*
 Project: *Arroyo Viejo CDC*
 Project #: *07824*
 Estimate: *\$2,700,000*

Bid Opening Date: *12/15/11*
 Time:
 Project Mgr: *Will Newby*
 Architect: *Baseline Desig*

PAGE
3 of 3

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<i>\$2,500,000</i>					
PRIME Company: <i>W.A. Thomas</i> Address: City/State: Phone:	\$	<i>0</i>	<i>0</i>	<i>0</i>	
Company: <i>AMG</i> Address: <i>3438 Helen St.</i> City/State: <i>Oakland CA</i> Phone: <i>(510) 654-8441</i>	\$ <i>40,900</i>		<i>1.64</i>		<i>5331</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	<i>-\$0.00</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	0.0%

2.82 29.55 22.11

APPROVAL- LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: W.A.Thomas Company, Inc.
 Project: Arroyo Viejo Child Development Center New Building
 Project #: 07024
 Estimate: \$2,300,000

Date: December 15, 2011
 Time: 2:00 PM
 Project Mgr: Eric Scheuermann
 Architect: Dougherty & Dougherty Arch

Based Bid \$ 2,500,000.00
Verified Local Business Participation 2.0% \$ 50,000.00
Based Bid W/ LBP Discount \$ 2,450,000.00

	LBE	SLB	SLBR	COMMENTS:
Company: W.A. Thomas Company, Inc.				1
Address: 2356 Pacheco Blvd				2
City/State: Martinez, CA				3
Phone:(925) 228-9600				4
Company: Eclipse Electric				1
Address: 8105 Edgewater Drive				2
City/State:Oakland, CA		10.96%		3
Phone:(510) 472-0379				4
Company: Ernst Mechanical				1
Address: 4605 Oakhill Rd.				2
City/State:Oakland, CA		6.75%		3
Phone:(510) 569-8749				4
Company: Central Concrete				1
Address: 2400 Peralta Street				2
City/State:Oakland, CA	1.00%			3
Phone:(510) 293-6272				4
Company: East Bay Restaurant Supply				1
Address: 49 4th St.				2
City/State: Oakland, CA	1.62%			3
Phone:(510) 465-4300				4

Company: Global Specialities	0.20%			1
Address: 936 - 61st Street				2
City/State:Oakland, CA				3
Phone:(510) 652-2060				4
Company: Premium Roofing	4.40%			1
Address: 2630 76th Avenue				2
City/State:Oakland, CA				3
Phone:(510) 774-4083				4
Company: Safeshield Inc/MAZ Glass	4.22%			1
Address: 2420 San Pablo Ave.				2
City/State:Oakland, CA				3
Phone: (510) 428-3963				4
Company: AMG	1.64%			1
Address: 3438 Helen Street				2
City/State: Oakland, CA				3
Phone:(510) 654-8441				4

TOTAL PARTICIPATION	2.8%	27.97%	0.0%		30.79%
					30.8%



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

RE: Arroyo Viejo OUSD Project 07024 - Local Business Worksheet

1 message

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

Fri, Dec 23, 2011 at 2:08 PM

To: jim@wathomas.net

Cc: Juanita White <juanita.white@ousd.k12.ca.us>, Eric Scheuermann <eric.scheuermann@ousd.k12.ca.us>, Shonda Scott <shonda.scott@ousd.k12.ca.us>

Hello Mr. Smith,

Thank you for bringing this matter to our attention. You are correct in your findings; James Island Plastering was improperly listed as a subcontractor for Cal-Pacific Construction instead of W.A. Thomas Company, Inc., and received the 1.58% LBP credit.

However upon further verification, James Island Plastering is not currently certified with the City of Oakland as a SLBE; therefore no credit can be given for utilizing this sub. Since this does not affect your local business participation from the original calculation sheet, your firm is still the lowest responsive bidder.

If you have any questions and/or concerns, please do not hesitate to contact me directly via email or at [510.375.4057](tel:510.375.4057).

All: Please find the attached revised Local Business Participation Calculations for the Arroyo Viejo CDC Project.

Thank you,

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

----- Original Message -----

Subject: Fwd: Arroyo Viejo OUSD Project 07024 - Local Business Worksheet

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

Date: Wed, December 21, 2011 12:22 pm

To: Shonda Scott <shonda.scott@ousd.k12.ca.us>

Cc: Shonnell Frost <shonnell@360tcpr.com>, Juanita White <juanita.white@ousd.k12.ca.us>

Shonda,

Please see below email and advise.

Thanks,

Eric Scheuermann

Project Manager
Oakland Unified School District
Division of Facilities Planning and Management
510-908-3303 (cell)
510-535-7041 (direct)

----- Forwarded message -----

From: **Jim Smith** <jim@wathomas.net>
Date: Tue, Dec 20, 2011 at 3:35 PM
Subject: Arroyo Viejo OUSD Project 07024 - Local Business Worksheet
To: Juanita White <juanita.white@ousd.k12.ca.us>, Eric Scheuermann
<Eric.Scheuermann@consultant.ousd.k12.ca.us>

Dear Ms. White and Mr. Scheuermann:

The Local Business Participation Worksheet calculations were posted this morning on your website for OUSD Project #07024, Arroyo Viejo CDC. In reviewing these documents, We believe an error was made in the summary worksheets of both W. A. Thomas Co., Inc. and Cal-Pacific Construction.


On W. A. Thomas Co.'s handwritten worksheet submitted as part of the bid, we listed James Island Plastering for Plaster work with a percent participation of 1.58%. On the total summary prepared by OUSD, James Island Plastering was not listed and no participation credit was given. W. A. Thomas Co. also listed James Island Plastering on our subcontractor listing submitted with the bid.

On Cal-Pacific Construction's handwritten worksheet submitted as part of their bid, they did not list James Island Plastering, nor report any percent participation. On their subcontractor bid listing, they did not list James Island Plastering, but rather La Paz of Burlingame for Plaster work. On the total summary prepared by OUSD, Cal Pacific Construction was given credit for 1.58% SLB for James Island Plastering with comment "need certification".

We believe the information regarding James Island Plastering was inadvertently omitted from W. A. Thomas Co's summary and mistakenly added to Cal-Pacific Construction's summary. We request that these documents (see attached) be reviewed and corrected.

Thank you,

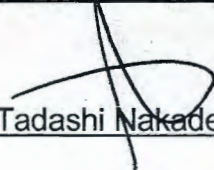
James Smith
President
W. A. Thomas Co. Inc.
Ph (925)228-9600 xt.19
Fax (925) 228-6932

 **LBP_CALCULATION_Arroyo_Viejo_CDC_DueDate_12-15-2011.pdf**
134K

**Oakland Unified School District
Department of Facilities Planning & Management**

Request for Signature

To:



Tadashi Nakadegawa – Director of Facilities

Timothy E. White – Assistant Superintendent

From:

Eric Scheuermann

Date:

January 27, 2012

Project & No.:

Arroyo Viejo CDC Renovation

Project #07024

Type of Document:

Bid Acceptance Form – W.A. Thomas Co., Inc.

Agreement Request Form – W.A. Thomas Co., Inc. in the amount of \$2,855,000.00

Notice of Intent to Award – W.A. Thomas Co., Inc.

Reason for Request:

To accept W.A. Thomas Co., Inc. as responsive low bid for this project.

Project Manager Recommendation:

Recommend that this project be awarded to W.A. Thomas Co., Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2012

PRODUCER LIC #0B29370 1-415-356-3989
Edgewood Partners Insurance Center (EPIC)
135 Main Street, 21st Floor
San Francisco, CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
W.A. Thomas Co., Inc.
2356 Pacheco Blvd.
Martinez, CA 94533

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: LANDMARK AMER INS CO	33138
INSURER B: PROPERTY & CAS INS CO OF HARTFORD	34690
INSURER C: RSUI IND CO	22314
INSURER D: ZURICH AMERICAN INS CO	16535
INSURER E: AMERICAN ZURICH INS CO	40142

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LHA135289	04/01/11	04/01/12	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 \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	57UBQPV4533	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	NHA227797	04/01/11	04/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WC427754604	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Builders Risk Earthquake and Flood Earthquake Ded. \$100,000 Flood Ded. \$25,000	BR70855673	04/01/12	04/01/13	Limit 2,855,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Project No. 07024, Arroyo Viejo CDC Renovation.
Oakland Unified School District its trustees, employees and agents, the State of California, Construction Manager Project Manager, Inspector and Architect are named as additional insureds as respects to general liability on a primary and non-contributory basis and additional insured as respects to automobile liability per endorsements attached. Waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation per endorsement per endorsement attached. Professional Liability is excluded.

CERTIFICATE HOLDER

Oakland Unified School District
Project No. 07024
955 High School Street
Oakland, CA 94601

CANCELLATION 10 DAYS OF NOC FOR NON-PAYMENT OF PREMIUM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHTS OR OBLIGATIONS OF THE INSURER OR ITS AGENTS OR AUTHORIZED REPRESENTATIVE.

USA

John Y. Koeb
AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

Policy No. LHA135289

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
BLANKET – PRIMARY AND YOUR WORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- 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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 03/01/2010
forms part of Policy Number LHA134613
issued to W. A. THOMAS COMPANY, INC. WESLEY A. THOMAS COMPANY
by Landmark American Insurance Company

Policy No. LHA135289

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 FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:**

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

This endorsement effective 03/01/2010
forms part of Policy Number LHA134613
issued to W. A. THOMAS COMPANY, INC. WESLEY A. THOMAS COMPANY
by Landmark American Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

This endorsement, effective 12:01 AM 04/01/11 forms a part of Policy No. WC427754604

Issued to: W.A. Thomas Co., Inc.

By: ZURICH AMERICAN INS CO

Premium: INCL

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).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Oakland Unified School District

Project No. 07024
955 High School Street

Oakland, CA 94601

Job Description

Project No. 07024; Oakland Unified School District, Arroyo Viejo CDC Renovation.

AWARD OF BID CONTRACT ROUTING FORM

Project Information			
Project Name	Arroyo Viejo CDC Renovation	Site	Arroyo Viejo CDC
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	W.A. Thomas Company, Inc.	Agency's Contact	James Smith		
OUSD Vendor ID #	V050704	Title	Contractor		
Street Address	2356 Pacheco Blvd.	City	Martinez	State	CA Zip 94553
Telephone	925-228-9600	Policy Expires	4-1-2012		
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 #	07024				

Term			
Date Work Will Begin	3-15-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	3-14-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$2,855,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	8029901831	6271	\$2,855,000.00
				\$

Approval and Routing (in order of approval steps)					
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>					
1.	Division Head	Charles Love	Phone	510-879-8389	Fax 510-879-3673
	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	2-13-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	2-22-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2012

PRODUCER LIC #0B29370 1-415-356-3989
Edgewood Partners Insurance Center (EPIC)
135 Main Street, 21st Floor
San Francisco, CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
W.A. Thomas Co., Inc.
2356 Pacheco Blvd.
Martinez, CA 94533

INSURERS AFFORDING COVERAGE	NAIC#
INSURERA: LANDMARK AMER INS CO	33138
INSURERB: PROPERTY & CAS INS CO OF HARTFORD	34690
INSURERC: RSUI IND CO	22314
INSURERD: ZURICH AMERICAN INS CO	16535
INSURERE: AMERICAN ZURICH INS CO	40142

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LHA135289	04/01/11	04/01/12	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 - COM/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UEQPV4533	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	NHA227797	04/01/11	04/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WC427754604	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Builders Risk Earthquake and Flood Earthquake Ded. \$100,000 Flood Ded. \$25,000	BR70855673	04/01/12	04/01/13	Limit 2,855,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Project No. 07024, Arroyo Viejo CDC Renovation.
Oakland Unified School District its trustees, employees and agents, the State of California, Construction Manager Project Manager, Inspector and Architect are named as additional insureds as respects to general liability on a primary and non-contributory basis and additional insured as respects to automobile liability per endorsements attached. Waiver of subrogation applies to General Liability, Automobile Liability and Workers' Compensation per endorsement per endorsement attached. Professional Liability is excluded.

CERTIFICATE HOLDER

Oakland Unified School District
Project No. 07024
955 High School Street
Oakland, CA 94601

CANCELLATION 10 DAYS OF NOC FOR NON-PAYMENT OF PREMIUM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A WAIVER OF THE INSURER'S OBLIGATION TO DEFEND AND/OR SETTLE SUCH CLAIMS.

AUTHORIZED REPRESENTATIVE

Jeri G. Koehler

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

Policy No. LHA135289

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
BLANKET – PRIMARY AND YOUR WORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 03/01/2010
forms part of Policy Number LHA134613
issued to W. A. THOMAS COMPANY, INC. WESLEY A. THOMAS COMPANY
by Landmark American Insurance Company

Policy No. LHA135289

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 FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:**

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

This endorsement effective 03/01/2010
forms part of Policy Number LHA134613
issued to W. A. THOMAS COMPANY, INC. WESLEY A. THOMAS COMPANY
by Landmark American Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

This endorsement, effective 12:01 AM 04/01/11 forms a part of Policy No. WC427754604

Issued to: W.A. Thomas Co., Inc.

By: ZURICH AMERICAN INS CO

Premium: INCL

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).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Oakland Unified School District

Project No. 07024
955 High School Street

Oakland, CA 94601

Job Description

Project No. 07024; Oakland Unified School District, Arroyo Viejo CDC Renovation.