

Board Office Use: Legislative File Info.

File ID Number	12-1430
Committee	Facilities
Introduction Date	6-13-2012
Enactment Number	12-1599
Enactment Date	6-13-12



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 June 13, 2012

Subject Award of Bid - JH Fitzmaurice, Inc. - Oakland High Lunch Expansion - Bldg. G Restrooms and Site Work Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1112-0271, Award of Bid and Construction Contract on behalf of the District for the Oakland High Lunch Expansion - Bldg. G Restrooms and Site Work Project to JH Fitzmaurice, 2857 Hannah Street, Oakland, CA 94608 in the amount of \$1,145,000.00, 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: Two hundred (200) Calendar Days, commencing June 14, 2012, and ending on December 30, 2012.

**Background** Next school year the site will have a closed campus; this is why the District is adding serving areas on the exterior and interior and adding new equipment both inside and outside. The restroom in Bldg. G was not built during the construction of the new building, and was needed to accommodate the amount of students in Bldg. G.

**Local Business Participation Percentage** 53.40%

**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. 1112-0271, Award of Bid and Construction Contract on behalf of the District for the Oakland High Lunch Expansion - Bldg. G Restrooms and Site Work Project to JH Fitzmaurice, 2857 Hannah Street, Oakland, CA 94608 in the amount of \$1,145,000.00, 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: Two hundred (200) Calendar Days, commencing June 14, 2012, and ending on December 30, 2012.

**Fiscal Impact**

Measure B

**Attachments**

- Award of Bid and Construction Contract including scope of work

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

**RESOLUTION NO. 1112-0271**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
OAKLAND HIGH LUNCH EXPANSION – BUILDING G RESTROOMS AND  
SITE WORK PROJECT**

**WHEREAS** the **DISTRICT** has heretofore requested bids to renovate Servery areas at lunch mall, add lunch equipment; build new canopy covers at new exterior lunch areas with tables and serving kiosks. At building, they renovate a room into the new Staff and student restrooms; this will include new tile floors, fire alarm and fire sprinklers for the Oakland High School Lunch Expansion Building G Restrooms and Site work for the Oakland Unified School District of Alameda County, California; and;

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

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
BHM Construction	Vallejo, CA	\$1,141,581.00
JH Fitzmaurice, Inc.	Oakland, CA	\$1,155,000.00
JUV, Inc.	Oakland, CA	\$1,163,877.00

and,

**WHEREAS**, the lowest bidder was non-responsive, and;

**WHEREAS** the responsive bidder has either met the goals for the participation of 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. 1112-0271**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
OAKLAND HIGH LUNCH EXPANSION – BUILDING G RESTROOMS AND  
SITE WORK PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **JH FITZMAURICE, INC.**, for the performance of the bid work, in the amount of **ONE MILLION, ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$1,155,000.00)** 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 **JH FITZMAURICE, INC.**, for the performance of bid work.

Passed by the following vote:

AYES: Noel Gallo, David Kakishiba, Alice Spearman, Gary Yee,  
Christopher Dobbins, Vice President Jumoke 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 June 13, 2012.



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Edgar Rakestraw, Jr.  
Secretary, Board of Education

**LEGISLATIVE FILE**

File ID Number 12-1430

Introduction Date 6-13-12

Enactment Number 12-1599

Enactment Date 6-13-12 *By*

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

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 8<sup>th</sup> day of May, 2012, by and between the Oakland Unified School District ("District" or "Owner") and JH Fitzmaurice ("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: Oakland High Lunch Expansion Building G Restrooms & Site Work

PROJECT NO.: 07146

Resolution Number: 1112-0271

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

**2. The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Two hundred days (200) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All punchlist and closeout work must be completed by December 30, 2012.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

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

- **Project Completion:** One thousand dollars dollars (\$1,000.00) 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.
  - 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 111689 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
  12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
  13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
  14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and



as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One million seventy-five dollars and no cents

(\$1,075,000.00), (Base Contract Amount)

+ Eighty thousand dollars and no cents

(\$ 80,000.00), (Contingency Allowance Amount)

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= One million, one hundred fifty-five thousand dollars and no cents

(\$1,155,000.00), ("Contract Price")

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

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

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



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

Dated: 6/13, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

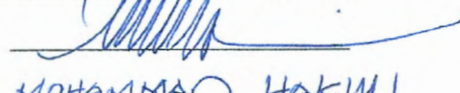
By: 

Print Name: Jody London

Print Title: President, Board of Education

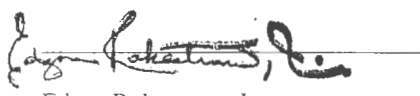
Dated: MAY 15, 2012

J.H. FITZMAURICE, CONTRACTOR

By: 

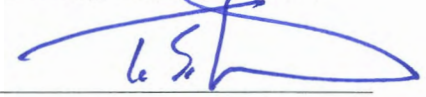
Print Name: MOHAMMAD HAKIM

Print Title: VICE 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

**LEGISLATIVE FILE**

File ID Number 12-1430  
Introduction Date 6-13-12  
Enactment Number 12-1599  
Enactment Date 6-13-12

Approved as to Form:

By:  5.17.12

Print Name: C. Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

**J.H. Fitzmaurice, Inc. 2857 Hannah St. Oakland, Ca. 94608**

Ph: 510-444-7561 Fax: 510-444-1344

May 4, 2012

Rocky Borton, Project Manager  
OUSD Facilities Planning & Management  
955 High St.  
Oakland, Ca. 94601

Re: Oakland Unified School District  
Oakland High School Lunch/Restrom at Bldg G Project # 07146  
JHF Job #12737

Dear Mr. Borton,

Please find enclosed Letters of Assent from both J.H. Fitzmaurice, Inc. and subcontractors pertaining to the above mentioned project.

Also enclosed are the following items:

Certificate of Liability Insurance and endorsements  
Performance Bond  
Payment Bond  
Evidence of Property Insurance (Builders Risk)

Should you require any further information, please do not hesitate to contact us.

J.H. FITZMAURICE, INC.



MICHELLE REYNOSO

Controller

cc: Maribel Alejandre, Reg. Lab. Rel. Mgr  
Davillier-Sloan Mgt Consultants

"Addendum A: Agreed To Letter of Assent

May 3, 2012

Rocky Borton, Project Manager  
OUSD Facilities Planning & Management  
955 High St.  
Oakland, Ca. 94601

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

Dear Mr./~~Ms.~~ Borton :

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: J.H.Fitzmaurice, Inc.  
California State License Number: 111689  
Job Name and Number: 07146 Oakland High School Lunch/Restroom @ Bldg G  
Name and Signature of  
Authorized Person:

Mohammad Hakimi

(Print Name)

Vice President

(Title)

  
(Signature)

510-444-7561 X 303

(Telephone Number)

510-444-1344

(Facsimile Number)"

\*Addendum A: Agreed To Letter of Assent

May 1, 2012  
date

J.H. Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: Asbestos Management Group of Co.

California State License Number: 586844

Job Name and Number: Oakland High School Lunch/Restroom @ Bldg. G.

Name and Signature of  
Authorized Person:

Brent Bates  
(Print Name)

President/CEO  
(Title)

  
(Signature)

510-654-8441  
(Telephone Number)

510-654-8447  
(Facsimile Number)

**"Addendum A: Agreed To Letter of Assent**

April 30, 2012  
J.H. Fitzmaunce, Inc.  
2857 Hannah Street  
Oakland, CA 94608

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

Dear Mr. ~~Ms.~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: Cal Pacific Plumbing Systems

California State License Number: 924244

Job Name and Number: Oakland HS Lunch/Restroom G Alterations

Name and Signature of  
Authorized Person: Robert Lo

(Print Name)

President

(Title)

  
(Signature)

(415) 252-8600

(Telephone Number)

(415) 252-8700

(Facsimile Number)"



Att: michelle Reynolds  
510-444-1344

faxed wk of  
April 30

\*Addendum A: Agreed To Letter of Assent

[Date] 4/30/12

[Addressee] JH: Fitzmaurice, Inc.  
[Address] 2857 Hannah St.  
[City and State] Oakland, CA 94608

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

Dear Mr./Ms. Mohammad Hakim

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: 1st Impression Synthetic Lawns & Greens  
California State License Number: 959316  
Job Name and Number: 0 USD Oakland High School Lunch/Restroom Bldg G  
Name and Signature of Authorized Person: Jason Webb

(Print Name)

president/owner  
(Title)

(Signature)

925-234-4349  
(Telephone Number)

925-984-2021  
(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

date  
J.H.Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: Gallati & Sons

California State License Number: 310653

Job Name and Number: \_\_\_\_\_

Name and Signature of Authorized Person: Tomas Oleson

(Print Name)

P.O.  
(Title)

[Signature]  
(Signature)

925 959-4105  
(Telephone Number)

925 372-7003  
(Facsimile Number)



"Addendum A: Agreed To Letter of Assent

5-1-12

date

J.H.Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: Jones Tile And Marble, Inc

California State License Number: 858944

Job Name and Number: Oakland HS Lunch Room / Restroom Bldg G

Name and Signature of

Authorized Person:

Frederick Jones

(Print Name)

President

(Title)

NO Entries In Fax Log

Frederick Jones

(Signature)

(510) 915-3279

(Telephone Number)

(510) 625-0401

(Facsimile Number)



"Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

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

Dear Mr./Ms. \_\_\_\_\_:

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: KBI Painting, Inc  
 California State License Number: 944475  
 Job Name and Number: OUSD - Lunch/Restroom @ Bldg 9  
 Name and Signature of Authorized Person: James Kerven  
 (Print Name)  
President  
 (Title)  
[Signature]  
 (Signature)  
707-795-4955  
 (Telephone Number)  
707-777-7413  
 (Facsimile Number)

"Addendum A: Agreed To Letter of Assent

[Date] 4-30-12

[Addressee] JH FITZMAURICE  
[Address] 2857 HANNA ST  
[City and State] OAKLAND CA. 94608

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

Dear ~~Mr./Ms.~~ MOHAMMAD HAKIMI

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: MARKETSHARE INC.  
California State License Number: 579309  
Job Name and Number: OAKLAND High School Lunch Restroom B106 G  
Name and Signature of Authorized Person: RIK WISENOR  
(Print Name)  
Project Manager  
(Title)  
[Signature]  
(Signature)  
408-934-8359  
(Telephone Number)  
408-262-9328  
(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

May 3, 2012

JH Fitzmaurice, Inc.  
2857 Hannah Street  
Oakland, CA 94608

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

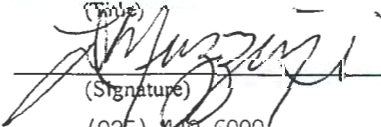
Dear Mr./~~Ms.~~ Hakimi :

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

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

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

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

~~CONTRACTOR~~ SUBCONTRACTOR: Mission City Rebar, Inc.  
 California State License Number: 273978  
 Job Name and Number: OUSD Oakland High School: Lunch/Restroom @ Bldg G  
 Name and Signature of Authorized Person: Denise Muzzini  
 (Print Name)  
Contract Administrator  
 (Title)  
  
 (Signature)  
(925) 449-6999  
 (Telephone Number)  
(925) 449-3608  
 (Facsimile Number)

\*Please see attached letter from Iron Workers Local No. 378





## IRON WORKERS LOCAL No. 378

3120 BAYSHORE ROAD  
BENICIA, CA 94510  
TELEPHONE (707) 746-6100

December 31, 2009

Re: Mission City Rebar  
Subject: Oakland Unified School District/Project Labor Agreement

To Whom It May Concern:

This letter serves to confirm that our signatory contractor Mission City Rebar will act in accordance with the rules under the OUSD Project Labor Agreement in conjunction with the Collective Bargaining Agreement. While maintaining the standard hiring procedures, we convey that Mission City Rebar will make a good faith effort to provide union members who reside in Oakland for this project.

It is affirmed that the Union will cooperate and support District high school graduate students as recruits provided that they can provide their accreditation and meet the age requirement of eighteen (18) years.

Iron Workers Union Local 378 will apply our absolute effort to provide sufficient numbers of skilled members to satisfy the requirements of the OUSD Project Labor Agreement.

Thank you for your time and consideration. For any questions, you may contact our office at 707-746-6100.

Sincerely,

Emilio Rivera  
Business Manager  
Financial Secretary/Treasurer

ER:ym  
Opeiu-29/afl-cio

"Addendum A: Agreed To Letter of Assent

May 1st 2012  
date

J.H. Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR (SUBCONTRACTOR) PREMIUM ROOFING & WATERPROOFING

California State License Number: CA 39 841391

Job Name and Number: Oakland High School Lunch/Restroom Bldg. G

Name and Signature of  
Authorized Person:

ALAN KREAGER

(Print Name)

Secretary Treasurer

(Title)

[Signature]

(Signature)

510 774 7083

(Telephone Number)

510 225 2624

(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

05/01/12  
date

J.H.Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: SECURITY ENGINEERS, INC.  
California State License Number: 681875  
Job Name and Number: Oakland High School Lunch/Restroom Bldg C  
Name and Signature of  
Authorized Person: Leo Gvozden  
(Print Name)  
Project Engineer  
(Title)  
[Signature]  
(Signature)  
510 9674523  
(Telephone Number)  
510 291 9877  
(Facsimile Number)"



"Addendum A: Agreed To Letter of Assent

[Date] May 1, 2012

[Addressee] J. H. FITZMAURICE, INC  
[Address] 2857 HANNAH ST.  
[City and State] OAKLAND, CA 94608

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

Dear Mr./Ms: MOHAMMAD HAKIMI,

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: S&H CONSTRUCTION, INC  
California State License Number: 786358  
Job Name and Number: OAKLAND H.S. LUNCH/RESTROOM AT BLDG. G  
Name and Signature of Authorized Person: HAKMEET ANAND  
(Print Name)  
CEO  
(Title)  
[Signature]  
(Signature)  
(510) 579-7382  
(Telephone Number)  
(510) 820-6087  
(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

5-2-2012  
date

J.H.Fitzmaurice, Inc.  
2857 Hannah St.  
Oakland, Ca. 94608

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

Dear Mr. ~~XX~~ Mohammad Hakimi

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

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

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

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

CONTRACTOR/SUBCONTRACTOR: THE SMITH COMPANY, INC  
California State License Number: 747469

Job Name and Number: \_\_\_\_\_

Name and Signature of Authorized Person: \_\_\_\_\_

GERARD KEARNEY  
(Print Name)

President  
(Title)

[Signature]  
(Signature)

916 822-7315  
(Telephone Number)

(716) 772-3773  
(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

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

Dear Mr./Ms. Troy Manteyfel

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

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

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

CONTRACTOR/SUBCONTRACTOR: Tree To Green Landscape Co.

California State License Number: #560057

Job Name and Number: Oakland HS Lunch / Restroom

Name and Signature of

Authorized Person:

Troy Manteyfel

(Print Name)

Owner

(Title)

Troy Manteyfel

(Signature)

925-238-0178

(Telephone Number)

925-238-0643

(Facsimile Number)

Troy.Manteyfel@yahoo.com



"Addendum A: Agreed To Letter of Assent

4/30/12

J.H. Fitzmaurice Inc.  
2857 Hannah St., Oakland, CA. 94608

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

Dear ~~Mr~~/Ms. Mr. Mohammad Hakimi

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

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

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

CONTRACTOR/SUBCONTRACTOR: UMD Steel Inc.

California State License Number: 844531

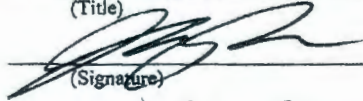
Job Name and Number: Oakland High School - Lunch Restroom @ Bldg. G.

Name and Signature of Authorized Person: Juan Romero

(Print Name)

President

(Title)



(Signature)

(510) 429-8755

(Telephone Number)

(510) 429-1534

(Facsimile Number)

"Addendum A: Agreed To Letter of Assent

[Date] 4-30-2012

**WESTER ACOUSTICS, INC.**

1555 Burke Avenue, Unit I

San Francisco, CA 94124

Phone 415-641-1811 Fax 415-641-1524

[Addressee]

[Address]

[City and State]

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

Dear Mr./Ms. \_\_\_\_\_:

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

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

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

CONTRACTOR/SUBCONTRACTOR: WESTER ACOUSTICS, INC.

California State License Number: 465198

Job Name and Number: OAKLAND HS. BLD. G lunch room

Name and Signature of Authorized Person: SCOTT B. WESTER, PRESIDENT  
(Print Name)

President  
(Title)

[Signature]  
(Signature)

415-641-1811  
(Telephone Number)

415-641-1524  
(Facsimile Number)

**WESTER ACOUSTICS, INC.**  
 1555 Burke Avenue, Unit I  
 San Francisco, CA 94124  
 Phone 415-641-1811 Fax 415-641-1524





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

04/27/12

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

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

PRODUCER R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 Gordon J. Fischer, CPCU	925-932-7823	CONTACT NAME:	
	925-932-0962	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	FITZM-1
		INSURER(S) AFFORDING COVERAGE	
INSURED J.H. Fitzmaurice, Inc. 2857 Hannah Street Oakland, CA 94608	INSURER A:		Scottsdale Insurance Co. 41297
	INSURER B:		General Ins. Co. of America 24732
	INSURER C:		National Union Fire Ins Co 19445
	INSURER D:		Republic Indemnity Co of Calif 43753
	INSURER E:		QBE Insurance Corporation 39217
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	BCS0025207	06/30/11	06/30/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
	<input checked="" type="checkbox"/> Additional Insured coverage is granted per the attached: CG20370704 & CG20330704. Primary Insurance is granted per the attached GLS-294s (4-08) endorsement form.					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						*Waiver of Subrogation coverage is granted per the attached CG24041093
B	AUTOMOBILE LIABILITY	X	24CC1294776	06/30/11	06/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> Additional Insured and Waiver of Subrogation coverage is granted per the attached CA71100807					
C	UMBRELLA LIAB		BE080665302	06/30/11	06/30/12	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 0					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	140169-14	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors		2694416	06/30/11	06/30/12	Limit 185,000
	Equipment Floater		RENTED/LEASED EQUIPMENT			Ded 1,000

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

Project No. 07146 - Oakland High School  
Lunch/Restroom at Bldg G Project  
1023 Macarthur Blvd.  
Oakland, CA 94610

\*10 day notice of cancellation in the event of nonpayment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

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

© 1988-2009 ACORD CORPORATION. All rights reserved.

Named Insured: J.H. Fitzmaurice, Inc.  
Policy No: BCS0026207

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

CG 20 37 07 04



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

In the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operation has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
BCS0025207	6/30/11	J.H. Fitzmaurice, Inc.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS  
SPECIAL CONDITION**

For coverage provided in the following endorsements as indicated by an "X" in the box below:

- Additional Insured—Owners, Lessees Or Contractors—Scheduled Person Or Organization (CG 20 10).
- Additional Insured—Owners, Lessees Or Contractors—Automatic Status When Required In Construction Agreement With You (CG 20 33).
- Additional Insured—Owners, Lessees Or Contractors—Completed Operations (CG 20 37).

The insurance provided is amended to be (indicated by an "X" in one box below):

- Primary and noncontributory.
  - Primary.
  - Noncontributory.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

Named Insured: J.H. Fitzmaurice, Inc.  
POLICY NUMBER: BCS0025207

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

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

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

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

**Blanket as required by written contract.**

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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



Named Insured: J.H. Fitzmaurice, Inc.  
Policy No: 24CC129477-6  
Effective: 6/30/11 - 6/30/12

COMMERCIAL AUTO  
CA 71 10 03 07

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

## **AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **EXTENDED CANCELLATION CONDITION**

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

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

#### **TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE**

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### **BLANKET ADDITIONAL INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
  - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
  - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
  - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
  - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
  - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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Copyright, Insurance Services Office, Inc., 1997

- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

#### EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE Item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

#### FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

#### PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

##### c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

#### EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5: We will pay for the expense of returning a stolen covered "auto" to you.

#### 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.

#### NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;



- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to inflation or set up costs associated with loans or leases.

#### TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

#### LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

#### 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.

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

The requirement in LOSS CONDITION 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; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

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. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

#### RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

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

#### 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.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. 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.

#### HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

#### RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred.
  2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on



Rental Reimbursement Coverage Form  
CA 99 23.

the manufacturer for the installation of a radio.

**AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**A. Coverage**

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.  
  
However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

**B. Exclusions**

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. permanently installed in the opening of the dash or console normally used by

**C. Limit of Insurance**

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**SECTION V — DEFINITIONS** is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

Bond Number: 08956487  
Premium: \$9,558.00

**DOCUMENT 00 61 14**  
(FORMERLY DOCUMENT 00610)

**PERFORMANCE BOND**  
**(100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and \_\_\_\_\_  
J.H. Fitzmaurice, 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:

OHS Lunch/Restroom Bldg. G Project \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and Fidelity and Deposit Company of Maryland ("Surety") are held and  
firmly bound unto the Board of the District in the penal sum of one million one hundred ninety three thousand five  
hundred and no/00 DOLLARS (\$1,196,500.00) lawful money of the United States, for the payment of which  
sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns  
jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all  
the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors,  
administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform  
the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on  
his or its part to be kept and performed at the time and in the intent and meaning, including all contractual  
guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its  
trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall  
be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a  
period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall  
continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the  
District from loss or damage resulting from or caused by defective materials or faulty workmanship. The  
obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall  
limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but  
not limited to, California Code of Civil Procedure section 337.15.

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Oakland High School**  
**Lunch/Restroom at Bldg G**  
**Project No. 07146**  
**March 21, 2012**

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**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:

Zurich Surety

560 Mission Street, Suite 2400, San Francisco, CA 94105

Attention: Chris Buckley

Telephone No.: ( 415 ) 538 - 7361

Fax No.: ( 415 ) 538 - 7366

E-mail Address: chris.buckley@zurichna.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 30 day of April, 2012.

J.H. Fitzmaurice, Inc.  
Principal

By Mouhammad Hakimi, V.P.

Fidelity and Deposit Company of Maryland  
Surety

By: Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.  
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596  
Address of California Agent of Surety

(925) 932 - 7823  
Telephone Number of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-2**



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ALAMEDA

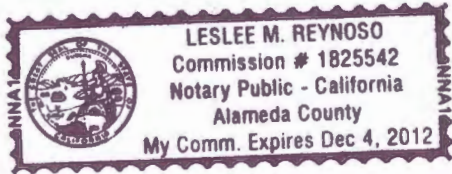
On 5/1/12 before me LESLEE M REYNOSO Notary Public

personally appeared MOHAMMAD HAKIMI

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

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 0050 Oakland H.S.

Document Date: 4/30/12 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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



Signer Is Representing:

Signer's Name:

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



Signer Is Representing:

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On April 30, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson



**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



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

Bond Number: 08956487

Premium: Included with Performance Bond      **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 \_\_\_\_\_  
J.H. Fitzmaurice, Inc. \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor,  
services and transportation, necessary, convenient, and proper to

OHS Lunch/Restroom Bldg. G Project \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and Fidelity and Deposit Company of Maryland, ("Surety") are held and  
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One million  
one hundred ninety three thousand five hundred and no/00 Dollars (\$ 1,193,500.00 ), lawful money of the United States, being a  
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to  
be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by  
these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors,  
administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials,  
provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be  
done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with  
respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above  
set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed  
by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,  
companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the  
Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

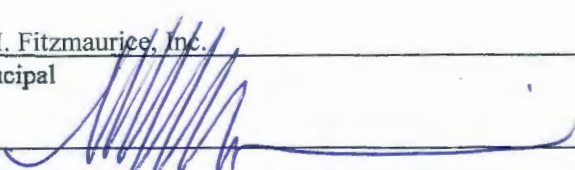
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Oakland High School**  
**Lunch/Restroom at Bldg G**  
**Project No. 07146**  
**March 21, 2012**

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



IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 30 day of April, 2012.

J.H. Fitzmaurice, Inc.  
Principal

By   
MOHAMMAD HAKIMI U.P.

Fidelity and Depsoit Company of Maryland  
Surety

By : Dennis J. Woodard, Attorney-in-Fact

R.C. Fischer & Co.  
Name of California Agent of Surety

P.O. Box 8101, Walnut Creek, CA 94596  
Address of California Agent of Surety

(925) 932 - 7823  
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  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012**

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 5/1/12

Date

before me,

Leslee M Reynoso, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Mohammad Hakim

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.

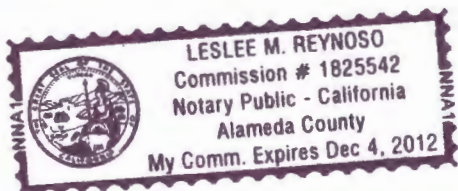
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Leslee M Reynoso

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 OUSD Oakland HS.

Document Date: 4/30/12

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name:

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer Is Representing:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

On April 30, 2012 before me, Melanie Carlson, Notary Public, personally appeared Dennis J. Woodard 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.

(seal)

Signature Melanie Carlson





**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Dennis J. WOODARD, of Walnut Creek, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Handwritten signature of T. E. Smith in cursive.

*T. E. Smith*

*Assistant Secretary*

By:

Handwritten signature of Paul C. Rogers in cursive.

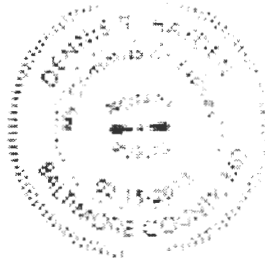
*Paul C. Rogers*

*Vice President*

State of Maryland }  
Baltimore County } ss:

On this 17th day of December, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Handwritten signature of Dennis R. Hayden in cursive.

*Dennis R. Hayden*

*Notary Public*

My Commission Expires: February 15, 2013





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2012

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

AGENCY R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 Gordon J. Fischer, CPCU		PHONE (A/C, No, Ext): 925-932-7823	COMPANY Travelers Cas&Surety Co Amer.	
FAX (A/C, No): 925-932-0962		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: FITZM-1		LOAN NUMBER		POLICY NUMBER 6608B27874A
INSURED  J.H. Fitzmaurice, Inc. 2857 Hannah Street Oakland, CA 94608		EFFECTIVE DATE 06/01/12	EXPIRATION DATE 12/01/12	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION 1023 MacArthur Blvd. Oakland, CA 94610	Oakland Unified School District - Lunch/Restroom Bldg. G Project Project No. 07146
---	--

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Location #1 Builders Risk Policy Policy is subject to terms, conditions, limitations and exclusions as set forth in the policy.	\$1,193,500	\$1,000

### REMARKS (Including Special Conditions)

\*10 day notice of cancellation in the event of nonpayment of premium.

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  Oakland Unified School Dist 955 High Street Oakland, CA 94601	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Mary Montserrat</i>		

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Oakland High School  
Project: Lunch/Restroom Bldg G  
Project #: 07146  
Estimate: \$1,334,000

Date: Thursday, April 19, 2012  
Time: 2:30 PM  
Project Mgr: Rocky Borton  
Architect: Susannah Meeks

Signature of Witness to Bid		Signature of Bid Opener			
<b>Company:</b>	BHM Construction	<b>Base Bid:</b>	\$939,102.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	522 Walnut Ave	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Vallejo, CA	<b>TOTAL:</b>	\$ 1,141,581.00	Addendum Acknow.	X
<b>Phone:</b>	707-643-4580	<b>Alternates:</b>	\$ 9,000.00	Bid Bond	X
<b>Fax:</b>	707-643-4581		\$ 30,000.00	Non-Collusion	X
			\$ 8,000.00	Long Form Pre-Q	X
			\$ 20,000.00	Site Visit Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Contractor's Sub List	X
		2:27 PM	4/19/2012		
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:38 PM	4/19/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	J.H. Fitzmaurice, Inc	<b>Base Bid:</b>	\$1,075,000	<b>Required Day of Bid:</b>	
<b>Address:</b>	2857 Hannah St	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$1,155,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-444-7561	<b>Alternates:</b>	\$ 5,000.00	Bid Bond	X
<b>Fax:</b>	510-444-1344		\$ 20,000.00	Non-Collusion	X
			\$ 6,500.00	Long Form Pre-Q	X
			\$ 12,000.00	Site Visit Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Contractor's Sub List	X
		2:23 PM	4/19/2012		
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:38 PM	4/19/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	JUV, Inc	<b>Base Bid:</b>	\$916,031.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	1616 Franklin Ste # 203	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$1,163,877.00	Addendum Acknow.	X
<b>Phone:</b>	510-836-1300	<b>Alternates:</b>	\$13,350.00	Bid Bond	X
<b>Fax:</b>	510-936-1301		\$ 36,750.00	Non-Collusion	X
			\$ 7,800.00	Long Form Pre-Q	X
			\$ 47,250.00	Site Visit Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Contractor's Sub List	X
		2:20 PM	4/19/2012		
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:38 PM	4/19/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	D.L. Falk	<b>Base Bid:</b>	\$ 984,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	3526 Investment Blvd	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Hayward, CA	<b>TOTAL:</b>	\$ 1,224,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-887-6500	<b>Alternates:</b>	\$ 15,000.00	Bid Bond	X
<b>Fax:</b>	510-887-6501		\$ 22,000.00	Non-Collusion	X
			\$ 7,000.00	Long Form Pre-Q	X
				Site Visit Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Contractor's Sub List	X
		2:29 PM	4/19/2012		
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:38 PM	4/19/2012	Local Business Participation Form	X
				DVBE Forms	X

*Now Resubmit*



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

<b>Company:</b>	West Bay Builders	<b>Base Bid:</b>	\$ 941,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	250 Bel Marin Keys Blvd	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Novato, CA	<b>TOTAL:</b>	\$ 1,263,000.00	Addendum Acknow.	X
<b>Phone:</b>	415-456-8972	<b>Alternates:</b>	\$ 15,000.00	Bid Bond	X
<b>Fax:</b>	415-459-0665		\$ 25,000.00	Non-Collusion	X
			\$ 5,000.00	Long Form Pre-Q	X
			\$ 30,000.00	Site Visit Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Contractor's Sub List	X
		2:28 PM	4/19/2012		
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:38 PM	4/19/2012	DVBE Forms	X
<b>Company:</b>	Cal Pacific Construction	<b>Base Bid:</b>	\$ 1,276,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	3740 San Leandro St	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$ 1,356,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-532-2223	<b>Alternates:</b>	\$ 15,000.00	Bid Bond	X
<b>Fax:</b>	510-532-2224		\$ 28,000.00	Non-Collusion	X
			\$ 2,000.00	Long Form Pre-Q	X
			\$ 39,000.00	Site Visit Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Contractor's Sub List	X
		2:28 PM	4/19/2012		
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:38 PM	4/19/2012	DVBE Forms	X
<b>Company:</b>	S & H Construction	<b>Base Bid:</b>	\$ 1,290,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	5560 Bosceu Cain	<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	X
<b>City/State:</b>	Fremont, CA	<b>TOTAL:</b>	\$ 1,370,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-579-7382	<b>Alternates:</b>	\$ 25,000.00	Bid Bond	X
<b>Fax:</b>	510-280-6087		\$ 15,900.00	Non-Collusion	X
			\$ 75,000.00	Long Form Pre-Q	X
			\$ 39,400.00	Site Visit Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Contractor's Sub List	X
		2:26 PM	4/19/2012		
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:38 PM	4/19/2012	DVBE Forms	X
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$ 80,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Long Form Pre-Q	
				Site Visit Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Contractor's Sub List	
				<b>Required Doc's within 24 hrs</b>	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	

Written By:

Read By: Juanita White

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

**BID FORM**

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

From: BHM Construction, 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: Oakland High School – Lunch/Restroom at Bldg G

PROJECT NO.: 07146

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

Base Bid Amount: DSA app 01-112525	\$	<u>939,102.00</u>
Base Bid amount: DSA app 01-110060 bulletin 63	\$	<u>122,479.00</u>
Contingency Allowance Amount:	\$	<u>80,000.00</u>
Total Bid Amount:	\$	<u>1,141,581.00</u>

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

**Additive/Deductive Alternates:**

Alternate #1: provide cafeteria tables, noted in specification section 01 2300

<u>Nine thousand dollars</u>	dollars	\$	<u>9,000</u>
------------------------------	---------	----	--------------

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

BID FORM  
DOCUMENT 00 41 13-1



**Additive/Deductive Alternates:**

Alternate No. 2: provide floor sinks, noted in specification section 01 2300

**Alternate #1**

<p><u>thirty thousand</u> dollars \$ <del>30,000.00</del> 30,000.00</p>
---

**Additive/Deductive Alternates:**

Alternate No. 4: provide recycling furnishings, noted in specification section 01 2300

**Alternate #2**

<p><u>eight thousand</u> dollars \$ <del>8,000.00</del> 8,000.00</p>
--

**Additive/Deductive Alternates:**

Alternate No. 5: provide electrical connections, noted in specification section 01 2300

<p><u>twenty thousand</u> dollars \$ <del>20,000.00</del> 20,000.00</p>
---

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

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

NOT USED.

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

<p>NOT USED.</p>	<p>Allowance: Allowance to _____ \$ _____ (TBD)</p>
------------------	---

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>1A</u> , Dated <u>4/6/12</u>	No. <u>3B</u> , Dated <u>4/11/12</u>
No. <u>1B</u> , Dated <u>4/6/12</u>	No. <u>3B</u> , Dated <u>4/11/12</u>
No. <u>2</u> , Dated <u>4/9/12</u>	No. <u>4</u> , Dated <u>4/12/12</u>
No. <u>3A</u> , Dated <u>4/11/12</u>	No. <u>5A</u> , Dated <u>4/16/12</u>
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a 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 19TH day of April 20 12

Name of Bidder BHM Construction, Inc.

Type of Organization Corporation

Signed by  - Jeffery Mazet

Title of Signer President

Address of Bidder 522 Walnut Ave., Vallejo, CA 94592

Taxpayer's Identification No. of Bidder 13-4364089

Telephone Number (707) 643-4580

Fax Number (707) 643-4581

E-mail jeffm@bhmconstruction.com Web page N/A

Contractor's License No(s): No. 900404 Class: B, A Expiration Date: 2/28/14

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: BHM Construction, Inc.

President: Jeffery Mazet

Secretary: Jeffery Mazet

Treasurer: Jeffery Mazet

Manager: Jeffery Mazet

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **BHM CONSTRUCTION, INC.**

Project: **OAKLAND HIGH SCHOOL LUNCH/RESTROOM AT BLDG. G**

Project #: **07146**

Estimate:

Bid Opening Date: **4/19/12**

Time: **2:30 PM**

Project Mgr:

Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
	\$ <b>1,000,581</b>				
<b>PRIME Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> SECURITY ENGINEERS Address: 1721 BROADWAY, STE. 203 City/State: OAKLAND, CA 94612 Phone: (510) 760-0100	\$ <b>38,500</b>		<b>3.6%</b>		<b>7148</b>
<b>Company:</b> SDI GLOBAL SPEC. DIRECT Address: 936 61ST ST City/State: OAKLAND, CA 94608 Phone: (510) 652-2000	\$ <b>9,670</b>	<b>1%</b>			<b>5462</b>
<b>Company:</b> PREMIUM ROOFING Address: 919 52ND AVE City/State: OAKLAND, CA 94601 Phone: (510) 774-7089	\$ <b>131,400</b>		<b>12.4%</b>		<b>6360</b>
<b>Company:</b> ECONOMY LUMBER Address: 391 40TH ST. City/State: OAKLAND, CA 94609 Phone: (510) 658-1826	\$ <b>11,500</b>		<b>1.1%</b>		<b>7358</b>
<b>TOTAL PARTICIPATION</b>	\$ <b>0.00</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer

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



**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: *BAM CONSTRUCTION, INC.*  
 Project: *OAKLAND HIGH SCHOOL LUNCH/RESTROOM AT BLDG. G.*  
 Project #: *07146*  
 Estimate:

Bid Opening Date: *4/19/12*  
 Time: *2:30 PM*  
 Project Mgr:  
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<i>\$1,061,581</i>					
<b>PRIME Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> <i>CENTRAL CONCRETE</i> Address: <i>2406 PERALTA ST.</i> City/State: <i>OAKLAND, CA</i> Phone: <i>(408) 293-6272</i>	<i>\$25,380</i>	<i>2.4</i>			<i>6231</i>
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	<b>\$0.00</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer

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

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

PRIME: BHM CONSTRUCTION, INC.  
 Project: OAKLAND HIGH SCHOOL LUNCH/RESTROOM AT BLDG. 4  
 Project #: 07146  
 Estimate:

Bid Opening Date: 4/19/12  
 Time: 2:30 PM  
 Project Mgr:  
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
1,061,581					
TRUCKING ALL CITY TRUCKING Address: 1941 JACKSON ST City/State: OAKLAND, CA 94612 Phone: (510) 438-8996	\$15,000		1.49%		7113
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer

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

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

**BID FORM**

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

From: J. Fitzmaurice 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: Oakland High School - Lunch/Restroom at Bldg G

PROJECT NO.: 07146

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

Base Bid Amount: DSA app 01-112525	\$ 1,075,000 <sup>00</sup>
Base Bid amount: DSA app 01-110060 bulletin 63	\$ _____
Contingency Allowance Amount:	\$ 80,000.00
Total Bid Amount:	\$ 1,155,000 <sup>00</sup>

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

Additive/Deductive Alternates: Alternate #1: provide cafeteria tables, noted in specification section 01 2300

Five thousand dollars \$ 5000<sup>00</sup>



**Additive/Deductive Alternates:**

Alternate No. 2: provide floor sinks, noted in specification section 01 2300

Alternate #1

Twenty Thousand	dollars	\$ 20,000 <sup>00</sup>
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**Additive/Deductive Alternates:**

Alternate No. 4: provide recycling furnishings, noted in specification section 01 2300

Alternate #2

Six Thousand Five Hundred	dollars	\$ 6,500 <sup>00</sup>
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**Additive/Deductive Alternates:**

Alternate No. 5: provide electrical connections, noted in specification section 01 2300

Twelve Thousand	dollars	\$ 12,000 <sup>00</sup>
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Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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

NOT USED.

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

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

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.



6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit

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

No. <u>1A</u> , Dated <u>4/6/12</u>	No. <u>1B</u> , Dated <u>4/6/12</u>
No. <u>2</u> , Dated <u>4/9/12</u>	No. <u>3A</u> , Dated <u>4/11/12</u>
No. <u>3B</u> , Dated <u>4/11/12</u>	No. <u>4</u> , Dated <u>4/12/12</u>
No. <u>5</u> , Dated <u>4/16/12</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

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

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 19 day of April 2012

Name of Bidder JH FITZMAURICE INC

Type of Organization GENERAL CONTRACTOR

Signed by [Signature]

Title of Signer VICE PRESIDENT

Address of Bidder 257 HANNAH ST OAKLAND 94608

Taxpayer's Identification No. of Bidder 94 1245577

Telephone Number 510 444 7561

Fax Number 510 444 1344

E-mail mha@jhf oak.com Web page jhf oak.com

Contractor's License No(s): No.: 111689 Class: A,B Expiration Date: 5/31/13

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: JH FITZMAURICE INC

President: TIMOTHY R. FITZMAURICE

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

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

END OF DOCUMENT



**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: J.H. Fitzmaurice, Inc.  
 Project: Oakland High School.  
 Project #: 07146  
 Estimate:

Bid Opening Date: 4-19-12  
 Time: 2:30  
 Project Mgr: Rocky Boston  
 Architect: S. Meek Architecture

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
	\$1,155,000				
PRIME Company: J.H. Fitzmaurice Address: 2057 Hannah St. City/State: Oakland, CA Phone: (510) 444-7561	\$442,288.	38%			5400
Company: Premium Roofing Address: 919, 52nd Ave. City/State: Oakland, CA 94601 Phone: (510) 774-7083	\$45,900.		4%		6360
Company: Jones Tile and Marble Address: 667 35th St. City/State: Oakland, CA 94609 Phone: (510) 915-3279	\$33,589.		3%		6395
Company: AMG Address: 3438 Helen St. City/State: Oakland, CA 94608 Phone: (510) 654-8441	\$52,000.		4.5%		5331
Company: Security Engineers Address: 1721 Broadway, Suite 200 City/State: Oakland, CA 94612 Phone: (510) 760-0100	\$50,700		4.4%		7148
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

\$624,477. 38% 16% 54%

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

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

PRIME: *J.H. Fitzmaurice, Inc*  
 Project: *Oakland High School*  
 Project #: *07146*  
 Estimate:

Bid Opening Date: *4-19-12*  
 Time: *2:30*  
 Project Mgr: *Rocky Borton*  
 Architect: *Meek Architects*

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b> <i>DVBE Trucking</i> Address: <i>1605 Alhambra Rd</i> City/State: <i>San Jose, CA 95125</i> Phone: <i>(408) 971-4430</i>	\$ <i>3000.</i>				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer

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



DOCUMENT 00 41 13  
(FORMERLY DOCUMENT 00140)

BID FORM

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

From: JUV 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: Oakland High School - Lunch/Restroom at Bldg G

PROJECT NO.: 07146

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

Base Bid Amount: DSA app 01-112525	\$	<u>916,031.<sup>00</sup></u>
Base Bid amount: DSA app 01-110060 bulletin 63	\$	<u>167,846.<sup>00</sup></u>
Contingency Allowance Amount:	\$	<u>80,000.00</u>
Total Bid Amount:	\$	<u>1,163,877.<sup>00</sup></u>

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

Additive/Deductive Alternates:

Alternate #1: provide cafeteria tables, noted in specification section 01 2300

Thirteen thousand five hundred dollars \$ 13,500

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

BID FORM  
DOCUMENT 00 41 13-1

**Additive/Deductive Alternates:**

Alternate No. 2: provide floor sinks, noted in specification section 01 2300

**Alternate #1**

Thirty six thousand seven hundred fifty dollars \$ 36,750

**Additive/Deductive Alternates:**

Alternate No. 4: provide recycling furnishings, noted in specification section 01 2300

**Alternate #2**

Seven thousand Eight hundred dollars \$ 7,800

**Additive/Deductive Alternates:**

Alternate No. 5: provide electrical connections, noted in specification section 01 2300

Forty seven thousand two hundred fifty dollars \$ 47,250

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

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

NOT USED.

- 2. **Allowance(s).** The Bidder's Base Bid shall NOT include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

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

- 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>1A</u> , Dated <u>4/6/12</u>	No. <u>4</u> , Dated <u>4/12/12</u>
No. <u>1B</u> , Dated <u>4/6/12</u>	No. <u>5A</u> , Dated <u>4/16/12</u>
No. <u>2</u> , Dated <u>4/9/12</u>	No. _____, Dated _____
No. <u>3A</u> , Dated <u>4/11/12</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

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



16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

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

Dated this 19 day of April 20 12

Name of Bidder JUV Inc

Type of Organization General Contractor

Signed by Vladimir Chernyavskiy

Title of Signer CEO

Address of Bidder 1616 Franklin St #203 Oakland CA 94612

Taxpayer's Identification No. of Bidder 80-0228749

Telephone Number 510-836-1300

Fax Number 510-836-1301

E-mail JUV@JUVInc.com Web page \_\_\_\_\_

Contractor's License No(s): No.: 924181 Class: B Expiration Date: 10/31/2012

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: JUV Inc

President: VLADIMIR CHERNYAVSKIY

Secretary: ALEXANDRA BASHAROVA

Treasurer: \_\_\_\_\_

Manager: Eugene Liberman

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: JUV Inc  
 Project: Oakland High School Lunch Restroom G  
 Project #: 07146  
 Estimate: 1,163,877

Bid Opening Date: 4/19/2012  
 Time: 2:30 PM  
 Project Mgr: Rocky Bortun  
 Architect: Smeek

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
	\$1,163,877	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
PRIME Company: <u>JUV Inc</u> Address: <u>1616 Franklin St #203</u> City/State: <u>Oakland CA 94612</u> Phone: <u>510-836-1300</u>	\$532,911		45.8%		7063
Company: <u>Jones Tile and marble</u> Address: <u>667 35th St</u> City/State: <u>Oakland CA 94609</u> Phone: <u>510-915-3279</u>	\$33,585		29%		6395
Company: <u>Premium Roofing Wash</u> Address: <u>919 52nd Avenue</u> City/State: <u>Oakland CA 94601</u> Phone: <u>510-225-2624</u>	\$49,500			4.25%	6360
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	48.7%	4.25%	0.0% 52.95%

APPROVAL- LBU Compliance Officer

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

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

PRIME: Jov Inc  
 Project: Oakland High School Lunch / Restroom G  
 Project #: 07146  
 Estimate: 1,163,877

Bid Opening Date:  
 Time:  
 Project Mgr:  
 Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING <u>DL City Trucking Inc</u> Address: <u>1941 Jackson St</u> City/State: <u>Oakland CA 94612</u> Phone:	\$ <u>5,000</u>	<u>0.4%</u>			
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	<u>0.4%</u>	0.0%	0.0%	<u>0.0% 0.4%</u>

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

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

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



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

**BID FORM**

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

From: D.L. Falk Construction 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: Oakland High School - Lunch/Restroom at Bldg G

PROJECT NO.: 07146

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

<b>Base Bid Amount:</b> DSA app 01-112525	\$ <del>1,111,000</del> <sup>al</sup> \$ 984,000
Base Bid amount: DSA app 01-110060 bulletin 63	\$ <del>110,000</del> \$ 110,000
<b>Contingency Allowance Amount:</b>	\$ 80,000.00
<b>Total Bid Amount:</b>	\$ 1,224,000

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

**Additive/Deductive Alternates:**

Alternate #1: provide cafeteria tables, noted in specification section 01 2300

<u>FIFTEEN THOUSAND</u>	dollars	\$ <u>15,000</u>
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OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

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

**Additive/Deductive Alternates:**

Alternate No. 2: provide floor sinks, noted in specification section 01 2300

Alternate # 2

<u>TWENTY TWO THOUSAND</u>	dollars	\$ <u>22,000</u>
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**Additive/Deductive Alternates:**

Alternate No. 4: provide recycling furnishings, noted in specification section 01 2300

Alternate # 4

<u>SEVEN THOUSAND</u>	dollars	\$ <u>7,000</u>
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**Additive/Deductive Alternates:**

Alternate No. 5: provide electrical connections, noted in specification section 01 2300

Alternate # 5

<u>TWENTY THOUSAND</u>	dollars	\$ <u>20,000</u>
------------------------	---------	------------------

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

- 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.

- 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.

<u>NOT USED.</u>	Allowance: Allowance to _____	\$ _____ (TBD)
------------------	-------------------------------	----------------

- 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.
- 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.
- 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>1A</u> , Dated <u>4/6/12</u>	No. <u>3B</u> , Dated <u>4/11/12</u>
No. <u>1B</u> , Dated <u>4/6/12</u>	No. <u>4</u> , Dated <u>4/12/12</u>
No. <u>2</u> , Dated <u>4/9/12</u>	No. <u>5A</u> , Dated <u>4/16/12</u>
No. <u>3A</u> , Dated <u>4/11/12</u>	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
 Oakland High School  
 Lunch/Restroom at Bldg G  
 Project No. 07146  
 March 21, 2012

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



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 19th day of April 20 12

Name of Bidder D.L. Falk Construction Inc.

Type of Organization Corporation

Signed by 

Title of Signer President

Address of Bidder 3526 Investment Blvd. Hayward, CA 94545

Taxpayer's Identification No. of Bidder 94-3191098

Telephone Number 510-887-6500

Fax Number 510-887-6501

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

Contractor's License No(s): No.: 683837 Class: A&B Expiration Date: 1/31/2014

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: D L Falk Construction Inc.

President: David L Falk

Secretary: David L Falk

Treasurer: David L Falk

Manager: Greg R Schmidt

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

BID FORM  
DOCUMENT 00 41 13-4

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

**BID FORM**

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

From: West Bay Builders, Inc.  
(Proper Name of Bidder)

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

PROJECT: Oakland High School – Lunch/Restroom at Bldg G

PROJECT NO.: 07146

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

Base Bid Amount: DSA app 01-112525	\$	<del>973,000</del> 941,000
Base Bid amount: DSA app 01-110060 bulletin 63	\$	242,000
Contingency Allowance Amount:	\$	80,000.00
Total Bid Amount:	\$	<del>1,295,000</del> 1,263,000

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

**Additive/Deductive Alternates:** Alternate #1: provide cafeteria tables, noted in specification section 01 2300

Fifteen thousand. dollars \$ 15,000

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

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

**Additive/Deductive Alternates:**

Alternate No. 2: provide floor sinks, noted in specification section 01 2300

**Alternate #1**

<u>Twenty Five Thousand</u>	dollars	\$ <u>25,000</u>
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**Additive/Deductive Alternates:**

Alternate No. 4: provide recycling furnishings, noted in specification section 01 2300

**Alternate #2**

<u>Five thousand</u>	dollars	\$ <u>5,000</u>
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**Additive/Deductive Alternates:**

Alternate No. 5: provide electrical connections, noted in specification section 01 2300

<u>Thirty thousand</u>	dollars	\$ <u>30,000</u>
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Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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

NOT USED.

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

<u>NOT USED.</u>	Allowance: Allowance to _____	\$ _____ (TBD)
------------------	-------------------------------	----------------

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>1A</u> , Dated <u>4/6/12</u>	No. <u>1B</u> , Dated <u>4/6/12</u>
No. <u>2</u> , Dated <u>4/9/12</u>	No. <u>3A</u> , Dated <u>4/11/12</u>
No. <u>3B</u> , Dated <u>4/11/12</u>	No. <u>4</u> , Dated <u>4/12/12</u>
No. <u>5A</u> , Dated <u>4/16/12</u>	No. <u>    </u> , Dated <u>          </u>
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a A or 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Oakland High School**  
 Lunch/Restroom at Bldg G  
 Project No. 07146  
 March 21, 2012

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

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 19th day of April 20 12

Name of Bidder West Bay Builders, Inc.

Type of Organization A California Corporation

Signed by Paul Thompson

Title of Signer President

Address of Bidder 250 Bel Marin Keys Boulevard, Building A, Novato, CA 94949

Taxpayer's Identification No. of Bidder 68-0250401

Telephone Number (415) 456-8972

Fax Number (415) 459-0665

E-mail pault@westbaybuilders.com Web page www.westbaybuilders.com

Contractor's License No(s): No.: 626859 Class: A,B, C-17 Expiration Date: 8/31/13

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: West Bay Builders, Inc.

President: Paul Thompson

Secretary: Paul Thompson

Treasurer: Paul Thompson

Manager: Paul Thompson

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
Oakland High School  
Lunch/Restroom at Bldg G  
Project No. 07146  
March 21, 2012

BID FORM  
DOCUMENT 00 41 13-4

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: West Bay Builders, Inc.  
 Project: Oakland HS Lunch/Restroom @ Building G  
 Project #: 07146  
 Estimate: 1,334,000

Bid Opening Date: April 19, 2012  
 Time: 2:30PM  
 Project Mgr: Rocky Borton  
 Architect: S. Meek Architecture

FACILITIES PLANNING  
 AND MANAGEMENT

2012 APR 20 A 11:49

Base Bid Dollar Amount	\$941,000	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company:</b> West Bay Builders, Inc. Address: 250 Bel Marin Keys Blvd., Bldg. A City/State: Novato, CA 94949 Phone: (415) 456-8972	\$ 460,000	N/A	N/A	N/A	N/A
<b>Company:</b> RMT Landscape Address: 7699 Edgewater Drive City/State: Oakland, CA 94621 Phone: (510) 568-3208	\$ 54,177	4.3%			6696
<b>Company:</b> Jones Tile and Marble Address: 667 35th Street City/State: Oakland, CA 94609 Phone: (510) 915-3279	\$ 33,589		2.66%		6395
<b>Company:</b> Comack Plumbing Address: 825 8th Avenue City/State: Oakland, CA 94606 Phone: (510) 834-9544	\$ 86,000		6.8%		1474
<b>Company:</b> Global Specialties Direct Address: 936 61st Street City/State: Oakland, CA 94608 Phone: (510) 652-2060	\$ 9,600	.76%			5462
<b>TOTAL PARTICIPATION</b>	<b>*\$0.00</b>	<b>*0.0%</b>	<b>*0.0%</b>	<b>* 0.0%</b>	<b>*0.0%</b>

APPROVAL- LBU Compliance Officer

\*See last page for totals

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



**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: West Bay Builders, Inc.  
 Project: Oakland HS Lunch/Restroom @ Building G  
 Project #: 07146  
 Estimate: 1,334,000

Bid Opening Date: April 19, 2012  
 Time: 2:30PM  
 Project Mgr: Rocky Borton  
 Architect: S. Meek Architecture

Base Bid Dollar Amount	\$1,263,000	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company:</b> West Bay Builders, Inc. Address: 250 Bel Marin Keys Blvd., Bldg. A City/State: Novato, CA 94949 Phone: (415) 456-8972	\$ See previous pg.	N/A	N/A	N/A	N/A
<b>Company:</b> Security Engineers, Inc. Address: 1721 Broadway, Suite 203 City/State: Oakland, CA 94612 Phone: (510) 760-0100	\$ 34,000		2.7%		7148
<b>Company:</b> Broadway Mechanical Address: 873 81st Avenue City/State: Oakland, CA 94621 Phone: (510) 746-4022	\$ 15,000	1.19%			6366
<b>Company:</b> Hartley Construction Address: 1701 Martin Luther King Jr. Way City/State: Oakland, CA 94612 Phone: (510) 238-8592	\$ 10,000		.79%		7251
<b>Company:</b> Corbin Building Address: 2345 Park Boulevard City/State: Oakland, CA 94606 Phone: (510) 663-5716	\$ 8,300		.66%		5826
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>
		8.37%	18.26%	0%	26.63%

APPROVAL- LBU Compliance Officer

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

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

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Dat  
Time:  
Project Mgr:  
Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b> N/A Address: ..... City/State: ..... Phone: .....	\$				
<b>Company:</b> Address: ..... City/State: ..... Phone: .....	\$				
<b>Company:</b> Address: ..... City/State: ..... Phone: .....	\$				
<b>Company:</b> Address: ..... City/State: ..... Phone: .....	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

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

**APPROVAL- LBU Compliance Officer**

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



## AWARD OF BID CONTRACT ROUTING FORM

### Project Information

<b>Project Name</b>	Oakland High Lunch Expansion –Bldg G Restrooms and Site Work	<b>Site</b>	Oakland High School
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### Basic Directions

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

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

### Contractor Information

Contractor Name	JH Fitzmaurice, Inc.	Agency's Contact	Mohammad Hakrim		
OUSD Vendor ID #	V011575	Title	Project Manager		
Street Address	2857 Hannah Street	City	Oakland	State	CA Zip 94608
Telephone	510-444-7561	Policy Expires	<i>6-30-2012</i>		
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 #	07146				

### Term

Date Work Will Begin	6-14-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-30-2012
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,155,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	



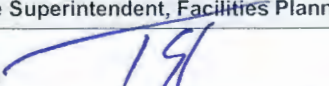
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	3049901814	6271	\$1,155,000.00
				\$

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081	<b>Fax</b>	510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>					
	Signature		Date Approved	<i>5-15-12</i>		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	Signature		Date Approved	<i>5-17-12</i>		
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	Signature		Date Approved			
4.	<b>President, Board of Education</b>					
	Signature		Date Approved			