

Board Office Use: Legislative File Info.	
File ID Number	12-0540
Committee	Facilities
Introduction Date	2-22-2012
Enactment Number	12-0827
Enactment Date	2-22-12/22



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 February 22, 2012

Subject Award of Bid - JUV, Inc. - Stonehurst CDC Building Replacement Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution 1112-0154, Award of Bid and Construction Contract on behalf of the District for the Stonehurst CDC Building Replacement Project to JUV, Inc., 1616 Franklin Street, Suite 203, Oakland, CA 94612 in the amount of \$3,378,000.00, as the lowest responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute the Agreement for same with the successful bidder. The work will be conducted in one (1) phase. Contract Duration: 365 Calendar Days, commencing February 23, 2012, and ending on February 23, 2013.

Background The purpose of this project is to replace the existing Stonehurst CDC portables with a permanent CHPS certified building. The existing building is in very poor condition and is beyond repair. It would be more cost-effective to demolish the existing building and rebuild a new building. The use during construction, including site improvements in the existing parking lot owned by Union Pacific is a permitted lease agreement held between OUSD and Union Pacific Railroad.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,



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

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution 1112-0154, Award of Bid and Construction Contract on behalf of the District for the Stonehurst CDC Building Replacement Project to JUV, Inc., 1616 Franklin Street, Suite 203, Oakland, CA 94612 in the amount of \$3,378,000.00, as the lowest responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute the Agreement for same with the successful bidder. The work will be conducted in one (1) phase. Contract Duration: 365 Calendar Days, commencing February 23, 2012, and ending on February 23, 2013.

Fiscal Impact

Measure B

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1112-0154

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
STONEHURST CDC BUILDING REPLACEMENT PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids scope includes construction of a new one story Child Development Center for the Stonehurst Child Development Center for the Oakland Unified School District of Alameda County, California, and;

WHEREAS five (5) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
JUV, Inc.	Oakland, CA	\$3,378,000.00
W.A. Thomas Company, Inc.	Martinez, CA	\$3,638,000.00
D.L. Falk Construction	Hayward, CA	\$3,649,000.00
BHM Construction, Inc.	Walnut Creek, CA	\$3,764,315.00
Cal Pacific	Oakland, CA	\$3,907,000.00
West Bay Builders, Inc.	Novato, CA	\$3,990,000.00

and,

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

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

RESOLUTION NO. 1112-0154

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
STONEHURST CDC BUILDING REPLACEMENT PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **JUV, INC.** , for the performance of the bid work, in the amount of **THREE MILLION, THREE HUNDRED SEVENTY-EIGHT THOUSAND (\$3,378,000.00)** 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 **JUV, INC.** for the performance of bid work.

Passed by the following vote:

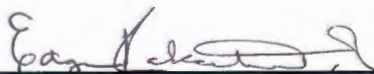
AYES: David Kakishiba, Gary Yee, Christopher Dobbins, Alice Spearman,
Vice President Jumoke Hinton Hodge and President Jody London

NOES: None

ABSTAINED: None

ABSENT: Noel Gallo

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 February 22, 2012.



Edgar Rakestraw, Jr.
Secretary, Board of Education

File ID Number: 12-0570
Introduction Date: 2-22-12
Enactment Number: 12-0827
Enactment Date: 2-22-12
By: JO

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 3rd DAY OF February, 2012, by and between the Oakland Unified School District ("District" or "Owner") and JUV, Inc. ("Contractor") ("Agreement").

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

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

PROJECT: Stonehurst CDC Building Replacement Project (Project Name)

PROJECT NO.: 07025

RESOLUTION NO: 1112-0154

("Project" or "Contract" or "Work"): The scope of the project is to provide construction of a new 1-Story Stonehurst Child Development Center building. The building will be approximately 6,749 S.F. and will include three classrooms, restrooms, kitchen, custodial, and office/administration support space. The new site improvements will include utilities, bio-swale, plantings, play area, play structure and fencing. Work will also include asphalt walkway from public street to new CDC and asphalt resurfacing and repairs of the existing parking lot.

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;

OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT
DOCUMENT 00 52 13

Project No. 07025

- (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 **365** consecutive calendar days (“Contract Time”) from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have **Project Float shared by Owner and Contractor.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) (“Liquidated Damages”):
 - **Submittal of any item on approved Submittal Schedule: \$1,500.00** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor’s forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District’s failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District’s failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District’s right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.

- g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
 7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
 8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
 9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
 10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
 11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **B (License No. 924181)** 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:

Three million, three hundred seventy-eight thousand dollars and no cents

\$3,178,000.00 (Base Contract Amount)

+ **(\$200,000.00)** (Contingency Allowance Amount)

= **\$3,378,000.00** (“Contract Price”)

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

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

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


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

Dated: _____, 20__

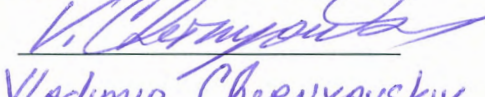
Dated: February 3rd., 2012

OAKLAND UNIFIED SCHOOL DISTRICT

JUV Inc **CONTRACTOR**

By: 


Print Name: Jody London
Print Title: President, Board of Education

By: 

Print Name: Vladimir Chernyavskiy
Print Title: CEO


By: 

Print Name: Edgar Rakestraw, Jr.
Print Title: Secretary, Board of Education

By: 

Print Name: Timothy E. White, Associate Superintendent
Print Title: Facilities, Planning and Management

Approved as to Form:

By: 

Print Name: Cate Boskoff
Print Title: Special Facilities Counsel

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

END OF DOCUMENT

DUPLICATE ORIGINAL

Bond No. CA4701921
Premium: \$35,085.00

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 JUV, 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:

Stonehurst Child Development Center, Project No. 07025 (Project Name)
("Project" or "Contract")

which Contract dated February 3, 20 12, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Great American Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Three Million Three Hundred Seventy Eight Thousand and no/100s***** DOLLARS (\$3,378,000.), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Stonehurst Child Development Center
New Building
Project No. 07025
September 9, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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8-23
PLANNING
DEPARTMENT

DUPLICATE ORIGINAL

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Great American Insurance Company
1350 Treat Blvd, Suite 300
Walnut Creek, CA 94596

Attention: Joyce Tahira

Telephone No.: (925) 988 - 2247

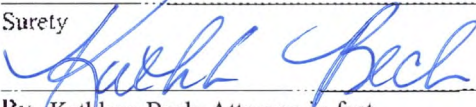
Fax No.: (510) 935 - 9189

E-mail Address: JTahira@GAIC.COM

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of February, 2012.

JUV, Inc.
Principal

By

Great American Insurance Company
Surety

By Kathleen Beck, Attorney-in-fact

Jenkins Insurance Group
Name of California Agent of Surety
2552 Stanwell Drive, Concord, CA 94520
Address of California Agent of Surety
800-234-6363
Telephone Number of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Stonehurst Child Development Center
New Building
Project No. 07025
September 9, 2011

PERFORMANCE BOND
DOCUMENT 00 61 14-2

DUPLICATE ORIGINAL

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 014697

POWER OF ATTORNEY

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

Name	Address	Limit of Power
KATHLEEN BECK	ALL OF	ALL
JOHN J. DALEY	CONCORD,	\$75,000,000.00
KENNETH J. GOODWIN	CALIFORNIA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of , MARCH, 2011.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

David C. Kitchin

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 31st day of MARCH, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Karen L. Grosheim

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

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

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

CERTIFICATION

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

Signed and sealed this 8th day of February, 2012.



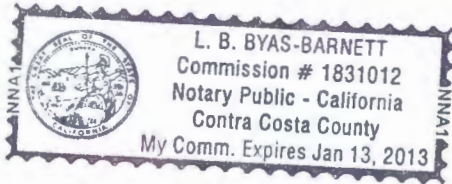
Steph L. C. B.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Contra Costa

On February 8, 2012, before me, L.B. Byas-Barnett, Notary Public personally appeared Kathleen Beck

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 following paragraph is true and correct

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Optional

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

Description of attached Document

Title or Type of Document: Performance Bond

Document Date 02/08/12

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: Kathleen Beck

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

- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

RIGHT THUMBPRINT OF SIGNER
Top of Thumb Here

Signer is Representing: _____

Signer is Representing
Great American Insurance
Company

Signer's Name:

- Individual
- Corporate Officer
- Title(s):
- Partner- Limited General

DUPLICATE ORIGINAL

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

Bond No. CA4701921
Premium: Included in
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 JUV, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Stonehurst Child Development Center, Project No. 07025 (Project Name)
("Project" or "Contract")

which Contract dated February 3, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Great American Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Three Million Three Hundred Seventy Eight Thousand and no/100s Dollars (\$3,378,000.00**), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Stonehurst Child Development Center
New Building
Project No. 07025
September 9, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -1

DUPLICATE ORIGINAL

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 8th day of February, 2012.

JUV, Inc.

Principal

By

Great American Insurance Company

Surety

By Kathleen Beck, Attorney-in-fact

Jenkins Insurance Group

Name of California Agent of Surety

2552 Stanwell Drive, Concord, CA 94520

Address of California Agent of Surety

800-234-6363

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
Stonehurst Child Development Center
New Building
Project No. 07025
September 9, 2011**

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 014697

POWER OF ATTORNEY

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

Name	Address	Limit of Power
KATHLEEN BECK	ALL OF	ALL
JOHN J. DALEY	CONCORD,	\$75,000,000.00
KENNETH J. GOODWIN	CALIFORNIA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of , MARCH, 2011.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B...

David C. Kitchin

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 31st day of MARCH, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Karen L. Grosheim

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

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

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

CERTIFICATION

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

Signed and sealed this

8th

day of

February

, *2012*



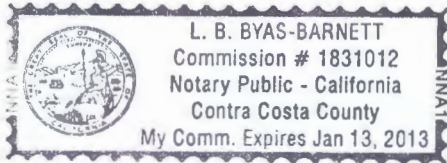
Steph C. B...

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Contra Costa

On February 8, 2012, before me, L.B. Byas-Barnett, Notary Public personally appeared Kathleen Beck

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 following paragraph is true and correct

WITNESS my hand and official seal.

L. B. Byas-Barnett
Signature of Notary Public

Optional

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

Description of attached Document

Title or Type of Document: Payment Bond

Document Date 02/08/12

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: Kathleen Beck

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

- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other : _____



Signer is Representing
Great American Insurance Company

Signer's Name:

- Individual
- Corporate Officer
- Title(s):
- Partner- Limited General

Signer is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MBQQ

DATE (MM/DD/YYYY)

02/03/12

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 Professional Ins. Assoc., Inc. 1100 Industrial Road #3 San Carlos, CA 94070 Felix German		650-592-7333 650-594-4936	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: JUVCO-1	FAX (A/C, No):
INSURED JUV Inc. JUV Construction 1616 Franklin St #203 Oakland, CA 94612		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Benchmark Ins. Co.		
		INSURER B : Praetorian Ins. Co.		37257
		INSURER C : Topa Ins.		18031
		INSURER D :		
		INSURER E :		
		INSURER F :		

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

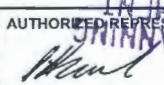
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BIC5004288	03/18/11	03/18/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> BI & PD Ded \$2500						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	AUTOMOBILE LIABILITY			PICCA0002502	03/18/11	03/18/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS				\$				
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XL6603227	10/01/11	03/18/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DEDUCTIBLE							\$
RETENTION \$								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC STATUTORY LIMITS OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured's: Oakland Unified School District and its directors, officer, employees, agents and representatives as additionally insured per the attached Form # 1 G0103, Project: Stonehurst Child Development Center Project # 07025

CERTIFICATE HOLDER**CANCELLATION**

OAKUN-1 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  FACILITIES PLANNING AND MANAGEMENT
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ENDORSEMENT

ENDT. NO.	1
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G0103
(ed 09/24/09)


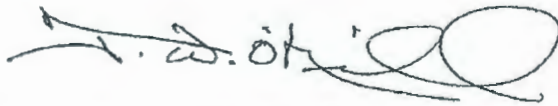
PRIMARY BLANKET ADDITIONAL INSURED

IT IS AGREED COVERAGE IS PROVIDED TO THE ADDITIONAL INSURED(S) AS FOLLOWS:

1. SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED HAS AGREED IN AN INSURED CONTRACT TO NAME AS AN ADDITIONAL INSURED PROVIDED THE BODILY INJURY OR PROPERTY DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE INSURED CONTRACT AND THE BODILY INJURY OR PROPERTY DAMAGE ARISES FROM YOUR WORK PERFORMED DURING THE POLICY TERM.
2. PARAGRAPH 6.D. IS HEREBY ADDED TO SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, OF THE POLICY, AS FOLLOWS:

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPHS 6.A., 6.B., OR 6.C. HEREOF, THE INDEMNITY PROVIDED BY THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY FOR ANY PERSON OR ORGANIZATION THAT IS AN ADDITIONAL INSURED UNDER THIS POLICY AND THAT YOU HAVE AGREED, IN AN INSURED CONTRACT, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.
- 3 THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF ADDITIONAL INSUREDS.
- 4 OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE ADDITIONAL INSURED IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS.
- 5 THE COVERAGE PROVIDED FOR THE ADDITIONAL INSURED IS ONLY TO THE EXTENT OF DAMAGES FROM BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF THE NAMED INSURED. NO COVERAGE IS PROVIDED FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF ACTS, ERRORS OR OMISSIONS OF THE ADDITIONAL INSURED.
6. NO COVERAGE IS PROVIDED TO AN ADDITIONAL INSURED FOR DAMAGES BECAUSE OF BODILY INJURY TO AN EMPLOYEE OF THE NAMED INSURED, WHETHER SUIT IS BROUGHT OR CLAIM IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number	Insured	Effective
BIC5004288	JUV Inc JUV Construction & Vladimir Chernyavskiy	03/18/11
BENCHMARK INSURANCE COMPANY	Countersignature of Authorized Representative	
		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2012

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

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

PRODUCER License # 0F34266
Walsh Carter & Associates Insurance Services, LLC
425 California Street, #400
San Francisco, CA 94104

CONTACT NAME:
PHONE (A/C, No, Ext): (415) 217-6200 FAX (A/C, No): (415) 217-6201
E-MAIL
ADDRESS:

INSURED

JUV, INC. and JUV Construction
1616 Franklin Street, Suite 203
Oakland, CA 94612

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	PWC00126-11	9/28/2011	9/28/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NONREPORTING OF PAYROLL.

RE: PROJECT NO.07025

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
STONEHURST CHILD DEVELOPMENT CENTER
NEW BUILDING
901 105TH AVENUE
Oakland, CA 94603

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ADINEROS

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
2/3/2012

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 Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104		PHONE (A/C, No, Ext): (415) 217-6200	COMPANY Navigators Insurance Company 1	
FAX (A/C, No): (415) 217-6201	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: JUVINC0-01		License # 0F34266		
INSURED JUV, INC. and JUV Construction 1616 Franklin Street, Suite 203 Oakland, CA 94612		LOAN NUMBER	POLICY NUMBER 04-BR002769	
		EFFECTIVE DATE 4/1/2012	EXPIRATION DATE 4/1/2013	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 2, Bldg # 1, 901 105th Avenue, Oakland, CA 94603

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
Loc # 2, Bldg # 1 Builders Risks New, Special (Including theft), Replacement Cost	2,000,000	5,000

REMARKS (Including Special Conditions)

wording
*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM. OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED AS LOSS PAYEE PER ENDORSEMENT TO FOLLOW FROM CARRIER, ONLY IF STIPULATED UNDER THE CONDITIONS OF THE WRITTEN CONTRACT/ AGREEMENT. RE: PROJECT Stonehurst Child Development Center 901 105th Avenue Oakland CA 94603 Project No.07025

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 District 955 High Street Oakland, CA 94601	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Stonehurst Child Development Center
 Project: New Building
 Project #: 07025
 Estimate: 2,750,000.00

Date: Wednesday, 11/30/2011
 Time: 2:15PM
 Project Mgr: Mary Ledezma
 Architect: HY Architects, Inc

Signature of Witness to Bid		Signature of Bid Opener			
Company:	JUV, Inc	Base Bid:	\$3,178,000.00	Required Docs:	
Address:	1616 Franklin Street Suite 203	Allowance:	\$ 200,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$3,378,000.00	Addendum Acknow.	X
Phone:	510-836-1300	Alternates:		Bid Bond	X
Fax:	510-836-1301			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:56 PM	11/30/2011	Site Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	11/30/2011	Prevailing Wage Cert	X
				Worker's Compensation Cert	X
Company:	W.A. Thomas Company, Inc	Base Bid:	\$3,438,000	Required Docs:	
Address:	2356 Pacheco Blvd	Allowance:	\$200,000	Signed Bid Form	X
City/State:	Martinez, CA	TOTAL:	\$3,638,000.00	Addendum Acknow.	X
Phone:	925-228-9600	Alternates:		Bid Bond	X
Fax:	925-228-6932			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:59 PM	11/30/2011	Site-Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	11/30/2011	Prevailing Wage Cert	X
				Worker's Compensation Cert	X
Company:	D.L. Falk Construction	Base Bid:	\$3,449,000.00	Required Docs:	
Address:	3526 Investment Blvd	Allowance:	\$200,000.00	Signed Bid Form	X
City/State:	Hayward, CA	TOTAL:	\$3,649,000.00	Addendum Acknow.	X
Phone:	510-887-6500	Alternates:		Bid Bond	X
Fax:	510-887-6501			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:55 PM	11/30/2011	Site-Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	11/30/2011		
Company:	BHM Construction, Inc	Base Bid:	\$ 3,564,315.00	Required Docs:	
Address:	522 Walnut Ave	Allowance:	200,000.00	Signed Bid Form	X
City/State:	Vallejo, CA	TOTAL:	\$ 3,764,315.00	Addendum Acknow.	X
Phone:	707-643-4580	Alternates:		Bid Bond	X
Fax:	707-643-4581			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:58 PM	11/30/2011	Site-Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	11/30/2011		

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	Cal Pacific Construction, Inc	Base Bid:	\$ 3,707,000.00	Required Docs:	X
Address:	3740 San Leandro Street	Allowance:	200,000.00	Signed Bid Form	X
City/State:	Oakland, Ca	TOTAL:	3,907,000.00	Addendum Acknow.	X
Phone:	510-532-2223	Alternates:		Bid Bond	X
Fax:	510-532-2224			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:59 PM	11/30/2011	Site-Visit Certification	X
				Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>		
		2:15 PM	11/30/2011		
Company:	West Bay Builders, Inc	Base Bid:	\$ 3,790,000.00	Required Docs:	
Address:	250 Bel Marin Keys Blvd Bldg A	Allowance:	200,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	3,990,000.00	Addendum Acknow.	X
Phone:	415-456-8972	Alternates:		Bid Bond	X
Fax:	415-459-0665			Non-Collusion	X
				Long Form Pre-Q	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	X
		1:58 PM	11/30/2011	Site-Visit Certification	X
				Contractor's Sub List	X
		<u>Time Opened</u>	<u>Date Opened</u>		
		2:15 PM	11/30/2011		
Company:		Base Bid:		Required Docs:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	
				Site-Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>		
Company:		Base Bid:		Required Docs:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Long Form Pre-Q	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Local Business Participation Form	
				Site-Visit Certification	
				Contractor's Sub List	
		<u>Time Opened</u>	<u>Date Opened</u>		

Written By: Juanita White

Read By: Juanita White

Dear _____:

Please find attached an original of the following document:

Award of Bid _____ for _____ for the
_____ in the amount of _____.

Please have the appropriate representative sign the one original of the above referenced contract and return them at your earliest convenience.

Please provide insurance according to the Front End documents. In addition, the Certificate of Insurance submitted with the agreement must identify the Oakland Unified School District and its directors, officer, employees, agents and representatives as additionally insured.

Please provide payment and performance bonds in accordance with Article 7, on OUSD templates which are attached. Also, please make sure that the Owner/Principal signature is notarized on the Payment and Performance bonds.

We look forward to working with you. If you have any questions, please feel free to call me at 510 535-7079.

Sincerely,

Susie Butler-Berkley
Contract Analyst
OUSD
955 High Street
Oakland, CA 94601
510-535-7079



Interoffice Memo

Date: January 6, 2012
 To: Tadashi Nakadegawa, Director of Facilities
 From: Mary Ledezma
 Project Name: Stonehurst CDC
 Project No.: 07025
RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

BID TALLY

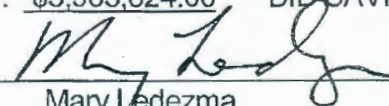
	Responsive Low Bid	2 nd Bidder	3 rd Bidder
Contractor	JUV, Inc	W.A. Thomas	D.L. Falk
Base Bid Amount	\$3,178,000.00	\$3,438,000.00	\$3,449,000.00
Contingency Allowance	\$200,000.00	\$200,000.00	\$200,000.00
Total Bid Amount	\$3,378,000.00	\$3,638,000.00	\$3,649,000.00

Local Business Enterprise Participation: 35.86%

GKK/McCarthy recommends the award of the bid to **JUV, Inc.** for a total contract amount of **\$3,378,000.00.**

CONSTRUCTION BUDGET: \$3,963,824.00 BID SAVINGS: \$0.00

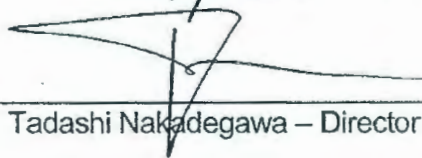
RECOMMENDATION:


Mary Ledezma

1-6-2012

Date

ACCEPTANCE:


Tadashi Nakadegawa – Director of Facilities

1/27/12

Date



AWARD OF BID CONTRACT ROUTING FORM

Project Information

Project Name	Stonehurst CDC Building Replacement	Site	Stonehurst CDC
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Basic Directions

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

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

Contractor Name	JUV, Inc.	Agency's Contact	Vladimir Chernyauskiy			
OUSD Vendor ID #	V060124	Title	Contractor			
Street Address	1616 Franklin Street, Suite 203	City	Oakland	State	CA	Zip 94612
Telephone	510-836-1300	Policy Expires	9-28-2012			
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07025					

Term

Date Work Will Begin	2-23-2012	Date Work Will End By (not more than 5 years from start date)	2-23-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$3,378,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1559901831	6271	\$3,378,000.00
				\$

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	2-9-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	2-9-12		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			