


Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2058
Introduction Date	9-28-2022
Enactment Number	22-1707
Enactment Date	9-28-2022 CJH



## Memo (Bid Award)

**To** Board of Education  
**From** Sondra Aguilera, Acting Superintendent  
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** September 28, 2022

**Subject** Agreement Between Owner and Contractor – G & G Builders, Inc.– Oakland Academy of Knowledge at Howard Elementary School Site Improvements Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **G & G Builders, Inc., Livermore**, California, for the latter to provide construction services, which include demolition of existing basketball hoops, site prep for KABOOM 74’ x 42” multi-sport court (4” concrete pad), and installation of new Sofsurfaces playground tiles (50’ x 50’) on the existing asphalt. Contractor will be responsible for safety and quality on site, for the **Oakland Academy of Knowledge at Howard Elementary School Site Improvements Project**, in the amount of **\$116,977.00**, which includes a contingency allowance of **\$10,000.00** as the lowest responsive bidder, with the work anticipated to commence on **September 29, 2022**, and scheduled to last for sixty days (60), which an anticipated ending of **November 27, 2022**.

**Discussion** The scope of work of the contract consists of construction services, which include demolition of existing basketball hoops, and site preparation. Contractor was selected through competitive bidding. (Public Contract Code §22034(a)).

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **G & G Builders, Inc., Livermore**, California, for the latter to provide construction services, which include demolition of existing basketball hoops, site prep for KABOOM 74’ x 42” multi-sport court (4” concrete pad), and installation of new Sofsurfaces playground tiles (50’ x 50’) on the existing asphalt. Contractor will be responsible for safety and quality on site, for the **Oakland Academy of Knowledge at Howard Elementary School Site Improvements Project**, in the amount of **\$116,977.00**, which includes a contingency allowance of **\$10,000.00** as the lowest responsive bidder, with the work anticipated to commence on **September 29, 2022**, and scheduled to last for sixty days (60), which an anticipated ending of **November 27, 2022**.

**Fiscal Impact** Fund 21 Building Fund, Measure J

**Attachments**

- Contract Justification Form
- Agreement, Bonds, and Other Contract Documents

- Insurance Certificate
- Routing Form



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**9Legislative File ID No. 22-2058**

**Department: Facilities Planning and Management**

**Vendor Name: G & G Builders, Inc.**

**Project Name: Oakland Academy of Knowledge at Howard Elementary School Site Improvements Project**

**Project No.: 22127**

**Contract Term: Intended Start: September 29, 2022**

**Intended End: November 27, 2022**

**Total Cost Over Contract Term: \$116,977.00**

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

G & G Builders, Inc. was selected by the District as the lowest responsible and responsive bid.

**Summarize the services or supplies this contractor or vendor will be providing.**

G & G Builders, Inc., for the latter to provide construction services, which include demolition of existing basketball hoops, site prep for KABOOM 74' x 42" multi-sport court (4" concrete pad), and installation of new Sofsurfaces playground tiles (50' x 50') on the existing asphalt. Contractor will be responsible for safety and quality on site, for the Oakland Academy of Knowledge at Howard Elementary School Site Improvement Project

**Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **September 29, 2022**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **G & G BUILDERS, INC**, hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

**Oakland Academy of Knowledge at Howard Elementary School Site Improvements Project, located at  
8755 Fontaine Street, Oakland, California, 94605,**

all in strict compliance with the plans, drawings and specifications therefore prepared by

**Oakland Unified School District, 955 High Street, Oakland, CA, 94601,  
PH: 510-535-2728,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program software (COLBI DOCS) for projects.

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **sixty (60)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date

of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **September 29, 2022**, in which case the deadline for Completion would be **November 27, 2022**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing

another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS 00/100 (\$116,977.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **TEN THOUSAND DOLLARS 00/100 (\$10,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such

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payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not

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less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record

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showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers,

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agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this

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Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**CONTRACTOR:  
G & G BUILDERS, INC.**


Signature:  8.29.2022  
Date


Name: Gerard Callahan  
Chairman, Pres., or Vice Pres. President

Signature:  8.29.2022  
Date

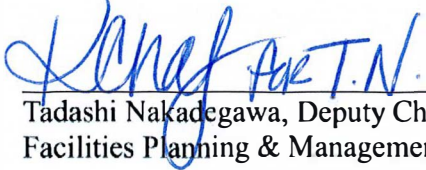
Name: Lorraine Callahan  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary

**OAKLAND UNIFIED SCHOOL DISTRICT**

 9-29-2022  
Gary Yee, President, Board of Education Date

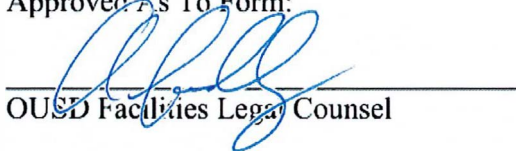
 9-29-2022  
Sondra Aguilera, Acting Superintendent Date  
and Secretary, Board of Education

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Tadashi Nakadegawa, Deputy Chief  
Facilities Planning & Management

  
Date

Approved As To Form:

  
OUSD Facilities Legal Counsel

9/6/2022  
Date

750759  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

6/30/2024  
LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: 070215963

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and G&G Builders, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**Oak at Howard Elementary School Site Improvements Project, located at 8755 Fontaine Street, Oakland, CA, the scope consists of but not limited to:** demolition of existing basketball hoops, site prep for KABOOM 74' x 42" multisport court (4" concrete pad), and installation of new Sofsurfaces playground tiles (50' x 50') on the existing asphalt. OUSD will procure the tiles and Contractor to coordinate the delivery and installation of materials on site. Contractor will be responsible for leveling of asphalt, AC overlay and providing temporary fencing in the area of work for both Multi Sport court and the play-structure court. Contractor is responsible for hauling-off materials/debris from demolition, site prep and installation, off-site. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contractor shall call Safe2Play for inspections. Contractor must have Sofsurfaces playmatting installation certification.

which said agreement dated September 29, 2022, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of \* \_\_\_\_\_ Dollars (\$ 116,977.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

\* One Hundred Sixteen Thousand Nine Hundred Seventy Seven Dollars and no/100

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 29th day of August, 2022.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

G&G Builders, Inc.  
Principal  
  
Gerard Callahan, President

The Ohio Casualty Insurance Company  
Surety  
  
By: Steven A. Callaway  
Attorney-in-Fact



The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Contra Costa )  
On August 29, 2022 before me, C.P. Cartagena, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Steven A. Callaway  
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 CP Cartagena  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document G.G. Builders Inc - The Oak at Howard Elementary School  
Title or Type of Document: Print Panel 070215963 Document Date: Aug. 29, 2022  
Number of Pages: 2 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)  
Signer's Name: Steven A. Callaway  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206634-986932

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Stanwood, Steven Callaway, Theresa R. Baner

all of the city of Pleasant Hill state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the By: Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Alameda )

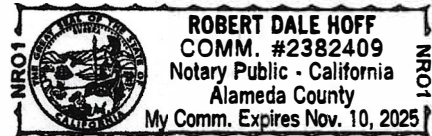
On 8/31/22 before me, Robert Dale Hoff, Notary Public  
(here insert name and title of the officer)

personally appeared Gerard Callahan

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

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)  Signer(s) Thumbprint(s)



**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: 070215963

G&G Builders, Inc.

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as Principal, and The Ohio Casualty Insurance Co., as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of \* \_\_\_\_\_ Dollars (\$ 116,977.00 ) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated September 29, 2022, for construction of

\* One Hundred Sixteen Thousand Nine Hundred Seventy Seven Dollars and no/100

**The Oak at Howard Elementary School Site Improvements Project which consists of but not limited to:** demolition of existing basketball hoops, site prep for KABOOM 74' x 42" multisport court (4" concrete pad), and installation of new Sofsurfaces playground tiles (50' x 50') on the existing asphalt. OUSD will procure the tiles and Contractor to coordinate the delivery and installation of materials on site. Contractor will be responsible for leveling of asphalt, AC overlay and providing temporary fencing in the area of work for both Multi Sport court and the play-structure court. Contractor is responsible for hauling-off materials/debris from demolition, site prep and installation, off-site. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contractor shall call Safe2Play for inspections. Contractor must have Sofsurfaces playmatting installation certification. **(the "Contract")**.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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 thereunder or the specifications accompanying the same, 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 29th day of August, 2022, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)



(Corporate Principal) Gerard Callahan, President  
G&G Builders, Inc.

4542 Contractors Place, Livermore CA  
(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company  
(Corporate Surety)

62 Maple Ave., Keene, NH 03431  
(Business Address)

By:   
Steven A. Callaway, Attorney-in-fact

The rate of premium on this bond is \*\* per thousand. **\*\* 25.00 /1000 for 100,000 in contract price**

The total amount of premium charged is \$2,755.00. **15.00 /1000 for next 16,977**

The above must be filled in by Corporate Surety.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Contra Costa
On August 29, 2022 before me, C.P. Cartagena, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven A. Callaway
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 C.P. Cartagena
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document G & B Builders, Inc. The Oak Hill Howard Elementary School
Title or Type of Document: Performance Bond 0702159123 Document Date: Aug 24, 2022
Number of Pages: 2 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name: Steven A. Callaway
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[X] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206634-986932

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Stanwood, Steven Callaway, Theresa R. Baner

all of the city of Pleasant Hill state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

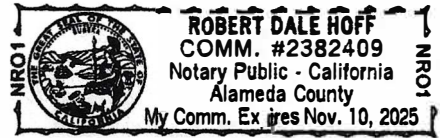
County of Alameda )

On 8/31/22 before me, Robert Dale Hoff, Notary Public,  
(here insert name and title of the officer)

personally appeared Gerard Callahan

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 *Robert Dale Hoff* Notary Public

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<b>Method of Signer Identification</b>
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
<b>Other</b>
<input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____



Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Oak at Howard Campus  
 Project: Site Improvements  
 Project #: 22127  
 Estimate: \$100,000

Date: Monday, August 22, 2022  
 Time: 2:00 P.M.  
 Project Mgr: Shivani More  
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	G & G Builders, Inc.	<b>Base Bid:</b>	\$ 106,977.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	452 Contractors Place	<b>Allowance:</b>	\$ 10,000.00	Signed Bid Form	X
<b>City/State:</b>	Livermore, CA. 94551	<b>TOTAL:</b>	\$ 116,977.00	Addendum Acknow.	X
<b>Phone:</b>	925-846-9023	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		12:26 PM	8/22/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	8/22/2022		

<b>Company:</b>	Redgwick Construction Company	<b>Base Bid:</b>	\$ 122,100.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	21 Hegenberger Ct	<b>Allowance:</b>	\$10,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94621	<b>TOTAL:</b>	\$ 132,100.00	Addendum Acknow.	X
<b>Phone:</b>	510-792-1727	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:23 PM	8/22/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	8/22/2022		

<b>Company:</b>	Bay Construction	<b>Base Bid:</b>	\$ 187,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr Way	<b>Allowance:</b>	\$10,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94609	<b>TOTAL:</b>	\$ 197,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-658-7225	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
				Iran Contracting Certification	N/A
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:33 PM	8/22/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	8/22/2022		

<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$ 10,000.00	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	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

**BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of G & G Builders, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Oak at Howard Elementary School Site Improvements Project, 8755 Fontaine Street, Oakland, CA 94605 (the "Contract"), Project No. 22127, Scope of work includes demolition of existing basketball hoops, site prep for KABOOM 74' x 42" multisport court (4" concrete pad), and installation of new Sofsurfaces playground tiles (50' x 50') on the existing asphalt. OUSD will procure the tiles and Contractor to coordinate the delivery and installation of materials on site. Contractor will be responsible for leveling of asphalt, AC overlay and providing temporary fencing in the area of work for both Multi Sport court and the play-structure court. Contractor is responsible for hauling-off materials/debris from demolition, site prep and installation, off-site. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contractor shall call Safe2Play for inspections. Contractor must have Sofsurfaces playmatting installation certification. **(the "Contract")**.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

**Bid Amount (Base Bid):**

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

<u>ONE HUNDRED SIXTHOUSAND, NINE HUNDRED SEVENTY-SEVEN</u> Dollars <i>Bid Amount</i>	<u>\$106,977.<sup>00</sup></u>
<u>Ten Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$10,000.00</u>

{SR684258}

<p><del>ONE HUNDRED SIXTEEN THOUSAND, NINE HUNDRED SEVENTY-SEVEN</del> Dollars <i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p><b>\$110,977.00</b></p>
---	----------------------------

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

G & G Builders, Inc.

4542 Contractors Place, Livermore, CA 94551

Our Public Liability and Property Damage Insurance is placed with:

Landmark American Insurance Company

Our Workers' Compensation Insurance is placed with:

Ace American Insurance Company

OAKLAND UNIFIED SCHOOL DISTRICT  
OAK AT HOWARD ELEMENTARY SCHOOL  
SITE IMPROVEMENTS  
PROJECT NO. 22127

BID FORM  
DOCUMENT 00 31 01

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_ Date \_\_\_ Addendum No. #1 Date 8/8/2022  
Addendum No. \_\_\_ Date \_\_\_ Addendum No. #2 Date 8/15/2022  
Addendum No. \_\_\_ Date \_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

OAKLAND UNIFIED SCHOOL DISTRICT  
OAK AT HOWARD ELEMENTARY SCHOOL  
SITE IMPROVEMENTS  
PROJECT NO. 22127

BID FORM  
DOCUMENT 00 31 01

Print or Type Name: Gerard Callahan  
Title: President  
Signature:   
Name of Company as Licensed in California: G & G Builders. Inc  
Business Address: 4542 Contractors Place, Livermore, CA 94551  
Telephone Number: (925) 846-9023  
California Contractor License No.: 750759  
Class and Expiration Date: 6/30/2022  
Public Works Contractor Registration No.: 1000013987  
State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

( Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 8/17, 2022

(Name) Gerard Callahan  
(Chairman, Pres, or Vice-Pres. President

OAKLAND UNIFIED SCHOOL DISTRICT  
OAK AT HOWARD ELEMENTARY SCHOOL  
SITE IMPROVEMENTS  
PROJECT NO. 22127

BID FORM  
DOCUMENT 00 31 01

(Name) Lorraine Callahan

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary / Treasurer

**OAKLAND UNIFIED SCHOOL DISTRICT  
OAK AT HOWARD ELEMENTARY SCHOOL  
SITE IMPROVEMENTS  
PROJECT NO. 22127**

**BID FORM  
DOCUMENT 00 31 01**

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: OAK at Howard ES Site Improvements (Project Name)

PROJECT NO: 22127 BIDDER'S NAME G & G Builders, Inc.

DIR 10 Digit Registration No: 1000013987

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
OAK AT HOWARD ELEMENTARY SCHOOL  
SITE IMPROVEMENTS  
PROJECT NO. 22127

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Concrete Slab	#36,904.00	Luminart Concrete (925) 785-7020	Pleasanton, CA	868242	1000004519
Trucking	#1,120.00	A1 Trucking SVS, Inc. (510) 828-0270	Oakland, CA		1000711531




I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/17, 2022, at Livermore [city], California [state].

Signature: 

Print Name: Gerard Callahan

Title: President

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF SITE VISIT WAS MANDATORY

**PROJECT: Oak at Howard Elementary School Site Improvements Project**

Check option that applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X  I certify that  Rob Hoff, Estimator  (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:  8/17/2022

Proper Name of Bidder:  G & G Builders, Inc.

Signature:  

Print Name:  Gerard Callahan

Title:  President

END OF DOCUMENT

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Oak at Howard Elementary School Improvements

The undersigned declares:

I am the President of G & G Builders, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/17, 2022, at Livermore [city], CA [state].

  
Signature

Gerard Callahan - President  
Print Name

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Oak at Howard Elementary School Site Improvements

I, Gerard Callahan, declare that I am the President  
*[insert title]* of G&G Builders, Inc., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit G&G Builders, Inc. *[insert name of entity]* to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that G&G Builders, Inc. *[insert name of entity]* will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on Monday 2022, at Livermore *[city]*,  
CA *[state]*.

Date: 8-22-22

  
\_\_\_\_\_  
Signature

Print Name: Gerard Callahan


Print Title: President

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> G & G Builders, Inc.		<i>Federal ID Number (or n/a)</i> 94-3299733
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gerard Callahan - President		
<i>Date Executed</i> 08/22/2022	<i>Executed in</i> Livermore, CA	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

**DOCUMENT 00 41 00**

To be completed by the Prime Bidder

PAGE 1 OF 2

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME <b>G &amp; G Builders, Inc.</b>	BUSINESS ADDRESS <b>4542 Contractors Place Livermore, CA 94551</b>	TELEPHONE NUMBER <b>(925) 846-9023</b>
SCHOOL DISTRICT <b>Oakland Unified School District</b>	COUNTY <b>Alameda</b>	APPLICATION NO.
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</p>		
<b>YOUR BUSINESS ENTERPRISE</b> <b>GF</b>	<b>AND YOU</b>	<b>AND YOU</b>
A. <input type="checkbox"/> is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. <input type="checkbox"/> is Disabled Veteran owned <b>but is unable to perform the 3 percent of this contract with your forces</b>	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. <input checked="" type="checkbox"/> is <b>not</b> Disabled Veteran owned	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	
D. <input type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier	Luminart Concrete					
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						



**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET  
DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

BIDDER'S NAME G & G Builders, Inc	BUSINESS ADDRESS 4542 Contractors Place Livermore, Ca	CONTACT PERSON Gerard Callahan
TELEPHONE NUMBER (925) 846-9023	OWNER Gerard Callahan	COUNTY Alameda

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I – CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
Greg Loomis	925-785-7020	8/12/22	Greg Loomis
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
Luminart Concrete	925-785-7020	8/12/22	Greg Loomis
4. Write "recorded message" in this column, if applicable.			



**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

*Attach copies of advertisements to this form.*

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Challenge News	X	X	08/15/2022
California Daily Bid Advisor	X	X	08/15/2022

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
Luminart Concrete	X			

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, Gerard Callahan certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER 	DATE 8/22/2022
---	-------------------

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
**FOR CONSTRUCTION CONTRACTS**  
(Education Code Sections 45125.1 and 45125.2)  
**DOCUMENT 00 43 00**

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

***[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]***

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and

habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 8/22/2022

  
Signature

Name: Gerard Callahan

Title: President

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.
14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape.
4. Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
5. Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
6. Lewd or lascivious act on a child under the age of 14 years.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm.
9. Attempted murder.
10. Assault with intent to commit rape, or robbery.
11. Assault with a deadly weapon or instrument on a peace officer.
12. Assault by a life prisoner on a non-inmate.
13. Assault with a deadly weapon by an inmate.
14. Arson.
15. Exploding a destructive device or any explosive with intent to injure.
16. Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem.
17. Exploding a destructive device or any explosive with intent to murder.
18. Any burglary of the first degree.
19. Robbery or bank robbery.
20. Kidnapping.
21. Holding of a hostage by a person confined in a state prison.
22. Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
23. Any felony in which the defendant personally used a dangerous or deadly weapon.
24. Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code.
25. Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
26. Grand theft involving a firearm.
27. Carjacking.

28. Any felony offense, which would also constitute a felony violation of Section 186.22.
29. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220.
30. Throwing acid or flammable substances, in violation of Section 244.
31. Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245.
32. Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5.
33. Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246.
34. Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1.
35. Continuous sexual abuse of a child, in violation of Section 288.5.
36. Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100.
37. Intimidation of victims or witnesses, in violation of Section 136.1.
38. Criminal threats, in violation of Section 422.
39. Any attempt to commit a crime listed in this subdivision other than an assault.
40. Any violation of Section 12022.53.
41. A violation of subdivision (b) or (c) of Section 11418.
42. Any conspiracy to commit an offense described in this subdivision.


**SCHEDULE Z**  
**DOCUMENT 00 52 00**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
G & G Builders, Inc.			
Company Name		Signature of Authorized Representative	
4542 Contractors Pl., Livermore, CA 94551		Gerard Callahan	
Address		Type or Print Name	
(925)	846-9023	8/22/2022	President
Area Code	Phone	Date	Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**

## Contractor Information

## Registration History

**Legal Entity Name**  
G&G BUILDERS, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000013987

**Registration effective date**  
7/29/2021

**Registration expiration date**  
6/30/2024

**Mailing Address**  
4542 CONTRACTORS PLACE LIVERMORE 94551 CA...

**Physical Address**  
4542 CONTRACTORS PLACE LIVERMORE 94551 CA...

**Email Address**

**Trade Name/DBA**

**License Number(s)**  
CSLB:750759

Effective Date	Expiration Date
6/19/2018	6/30/2019
7/3/2017	6/30/2018
7/8/2016	6/30/2017
9/1/2015	6/30/2016
3/4/2015	6/30/2015
7/1/2019	6/30/2021
7/29/2021	6/30/2024

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**  
GERARD CALLAHAN

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**  
GERARD CALLAHAN

**Agent of Service Mailing Address:**  
4542 CONTRACTORS PLACE LIVERMORE 94551 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** Yes

**Please provide your**



**current workers**

**compensation insurance**

**information below:**

PEO Name	BARRETT BUSINESS SERVICES, PEO	(925) 849-8415
PEO Information	INC.	Phone
PEO		
Email		

**Insured by Carrier**

**Policy Holder Name:**BARRETT BUSINESS SERVICES, INC.**Insurance Carrier:**  
ACE AMERICAN INSURANCE COMPANY**Policy Number:**C65205798**Inception date:**  
10/20/2014**Expiration Date:**10/1/2021

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number:   N/A  

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
G&G Builders, Inc., as Principal and  
The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
Ten Percent of the total Bid Dollars (\$10% of Bid Amt ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Oak at Howard Elementary School, in  
strict accordance with Contract Documents. Site Improvements

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in  
the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance  
with said bid), and shall in all other respects perform the agreement created by the  
acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as  
herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract on the call for bids, or to the  
Work to be performed hereunder, or the specifications accompanying the same, shall  
in any way affect its obligation under this bond, and it does hereby waive notice of  
any such change, extension of time, alteration or addition to the terms of said  
Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 11th day of August, 2022, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

G&G Builders, Inc.

  
\_\_\_\_\_  
(Principal) Gerard Callahan, President

4542 Contractors Place, Livermore CA 94551  
(Business Address)

\_\_\_\_\_  
The Ohio Casualty Insurance Company  
\_\_\_\_\_  
(Corporate Surety)

62 Maple Ave., Keene NH 03431  
(Business Address)

By:   
\_\_\_\_\_  
Theresa R. Baner, Attorney-in-fact

The rate or premium of this bond is N/Chg per thousand, the total amount of premium charged, \$ -0-.

(The above must be filled in by Corporate Surety).

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

On AUGUST 12th 2022 before me, S. Satyanarayana, Notary Public  
(insert name and title of the officer)

personally appeared THERESA RENAE BANER  
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 *Satya* (Seal)



**ADDENDUM NO. 1**

August 8, 2022

**Oak at Howard Elementary School Site Improvements Project  
OAKLAND UNIFIED SCHOOL DISTRICT**

**OUSD PROJECT NUMBER 22127**

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

Item #1 Reference: Contractor's License A- General Engineering to be included in this project

See attached Revised Notice to bidders Form

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 1

**NOTICE TO BIDDERS**  
**DOCUMENT 00 11 11- CUPCCA**

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as “Owner”) will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the (“Contract”), **Project No. 22127**

Oak at Howard Elementary School – Site Improvements  
8755 Fontaine Street, Oakland, CA 94605

**Project consists of:**

Scope of work includes demolition of existing basketball hoops, site prep for KABOOM 74’ x 42” multisport court (4” concrete pad), and installation of new Sofsurfaces playground tiles (50’ x 50’) on the existing asphalt. OUSD will procure the tiles and Contractor to coordinate the delivery and installation of materials on site. Contractor will be responsible for leveling of asphalt, AC overlay and providing temporary fencing in the area of work for both Multi Sport court and the play-structure court. Contractor is responsible for hauling-off materials/debris from demolition, site prep and installation, off-site. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contractor shall call Safe2Play for inspections. Contractor must have Sofsurfaces playmatting installation certification.

**Engineer’s Estimate: \$100,000**

**Project Manager** is Shivani More, who can be reached at: [shivani.more@ousd.org](mailto:shivani.more@ousd.org) and/or: 213-275-7494.

***“The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid.”*** The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined by the amount of the base bid.

This Contract **is** not subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is subject to the District’s Project Labor Agreement. The full version of OUSD’s latest Project Labor Agreement can be found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Depts > Facilities Planning & Management Department > Opportunities > Project Labor Agreement > 2021 PLA

Bid Documents will be available on or after August 8, 2022, for review & pick-up at **East Bay Blue Print, located at 1745 14<sup>th</sup> Avenue, Oakland, CA 94606**. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: [ebbp@eastbayblueprint.com](mailto:ebbp@eastbayblueprint.com), Attn: Sandy. Online using the Plan Command System at [www.eastbayblueprint.com](http://www.eastbayblueprint.com) or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County  
McGraw Hill Construction Data  
San Francisco Builder's Exchange

Reed Construction Market Data  
Contra Costa Builder's Exchange  
Marin Builder's Exchange

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work and proof of registration is provided.

The Contract Time shall be **30** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is TBD. See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk  
Facilities Planning & Management  
955 High Street  
Oakland, CA 94601**

on **August 17, 2022**, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

**A mandatory** pre-bid site visit will be held on **August 10, 2022**, at 10:00 a.m., at Front entrance of the Howard site. Bidders not attending the site visit will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as

detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **B- General Building and/or A-General Engineering Contractors license and Sofsurface Certification** license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise: 1st Publication Date

**August 4, 2022**



**ADDENDUM NO. 2**

August 15, 2022

Oak at Howard Elementary School Site Improvements Project  
OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT NUMBER 22127

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 2

Item #1 Reference: Additional Revised Scope of work.

Item #2 Reference: The **Bid Opening date** is being extended to:

**Monday, August 22, 2022, @ 2:00 p.m.**

See attached Revised Scope and Revised Bid Cover Sheet

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL

End of Addendum No. 2

Addendum No 2

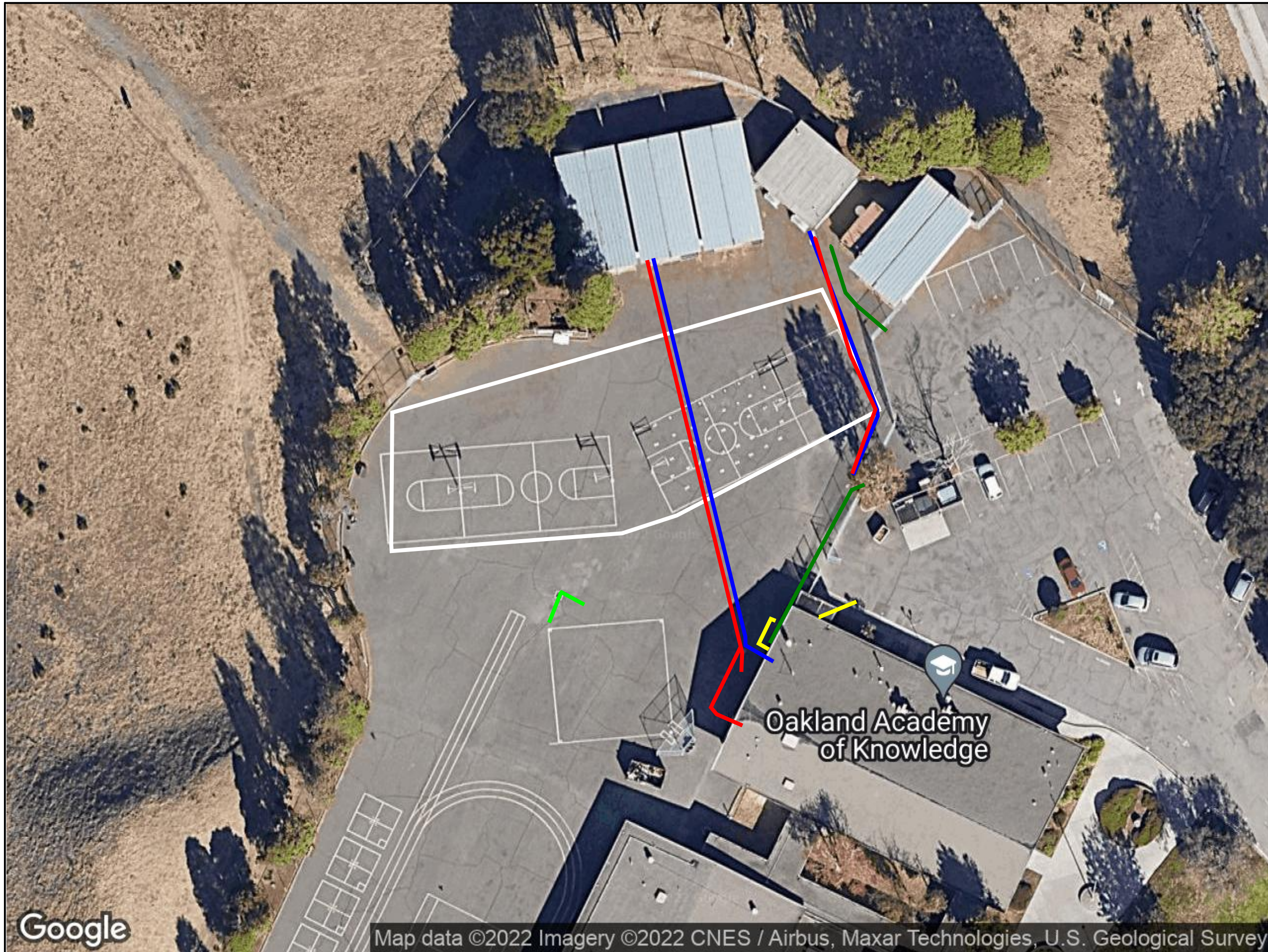
August 15, 2022

The OAK at Howard Site Improvements Project:

Scope of Work:

- **Demolition of existing basketball hoops. Remove basketball hoops in their entirety along with their footings. KABOOM will be providing, installing new basketball hoops. KABOOM will be digging and pouring back their footings required for the basketball hoops.**
- **Site prep for KABOOM 74' x 42' multisport court. Contractor is responsible for the sawcut and removal of existing asphalt to accommodate the installation of a 4" concrete slab that is level and flush with the existing grade. Contractor is responsible for any removal of spoils. Contractor to ensure leveled surface for the installation of the multisport court. KABOOM to install multisport court after the concrete work is completed.**
- **Contractor is responsible for any miscellaneous repairs, patching asphalt, AC overlay and leveling of asphalt for the Play Structure court to make the Play Structure suitable to receive the play matting tiles.**
- **Contractor to install new Sofsurfaces playground tiles (50' X 50') on existing asphalt on the Play Structure sport court.**
- **OUSD will procure the tiles and Contractor to coordinate delivery and installation of materials on site.**
- **Contractor will be responsible for leveling of asphalt as needed and providing temp fencing in area of work for both Multi Sport court and the Play Structure court.**
- **Contractor responsible to haul-off materials/debris from demolition, site prep and installation off site.**
- **Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contractor shall call Safe2Play for inspections. Contractor must have Sofsurfaces playmatting installation certification.**
- **Per the GPRS assessment, there is a water and power line running through the multi-sport court area. Contractor to hand-dig/pothole and then pour back certain spots/areas to examine if utilities will conflict with their scope of work. If the utilities are not conflicting the Contractor's scope of work, and if the utilities are damaged while the contractor's work is in progress, then the contractor will be responsible to do the repairs as required. If the utilities will be in conflict with the Contractor's scope of work, then Contractor to notify the OUSD Facilities before the start of their work.  
GPRS assessment attached.**



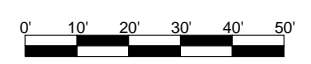


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**LEGEND**

- ELECTRICAL
- FUEL/GAS/OIL
- SANITARY
- STORM
- WATER
- ..... SCAN LIMIT



GPRS IS NOT AFFILIATED WITH 811 BUT DOES RECOMMEND THAT THE SERVICE IS USED ON EVERY PROJECT IN ADDITION TO OUR OWN. SEE NOTE #6 ABOVE.

**FOR INFORMATION ONLY**

**GPRS FINDINGS MAP**

PREPARED FOR:  
OAKLAND UNIFIED SCHOOL DISTRICT

LOCATION:  
OAKLAND UNIFIED SCHOOL DISTRICT  
8755 FONTAINE STREET  
OAKLAND, CA

PROJECT MANAGER:  
DARYL JOHNSON  
DARYL.JOHNSON@GPRSINC.COM

DATE	2022 AUG 10		
DRAWING NO.	1	REV.	0



Map data ©2022 Imagery ©2022 CNES / Airbus, Maxar Technologies, U.S. Geological Survey





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

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

<b>PRODUCER</b> Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C. No. Ext):</b> 925-686-2860 <b>E-MAIL ADDRESS:</b> Certificates@pdins.com	<b>FAX (A/C. No):</b> 925-686-6118
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0K07568 G&GBUIL-01	<b>INSURER A:</b> Navigators Specialty Insurance Company <b>INSURER B:</b> Ohio Security Insurance Company <b>INSURER C:</b> California Automobile Insurance Company <b>INSURER D:</b> Ascot Specialty Insurance Company <b>INSURER E:</b> Coverys Specialty Insurance Company <b>INSURER F:</b>	<b>NAIC #</b> 36056 24082 38342 45055 15686


**COVERAGES** **CERTIFICATE NUMBER: 757866828** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ESGL221000120701	7/25/2022	7/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GL Deductible \$ 5,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA040000063603	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESXS221000120801	7/25/2022	7/25/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Pollution Liability Rented/Leased Equipment	Y	Y	NY22ECPX00287NC BKS56637643	7/25/2022 7/25/2022	7/25/2023 7/25/2023	Gen Agg./Each Incdt. 2,000,000 Deductible: 5,000 Rented/Leased Limit: 225,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by the written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured (Ongoing & Completed Operations) CG2010 04-13 & CG2037 04-13, Primary Non-Contributory CG2001 04-13, Designated Construction Per Project Aggregate Limit CGA354 09-20, Waiver of Subrogation CG2404 05-09; Auto Liability Additional Insured, Waiver of Subrogation and Primary & Non-Contributory MCA85100817-CA; Pollution Liability Additional Insured, including Primary Non-Contributory and Waiver of Subrogation NENV ACRISURE EDGE 02-19.  
 RE: OUSD Project #22127, 8755 Fontaine Street, Oakland, CA 94605.

Oakland Unified School District the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers.

<b>CERTIFICATE HOLDER</b>  OAKLAND UNIFIED SCHOOL DISTRICT 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Oak at Howard Elementary School Site Improvements Project	<b>Site</b>	169
<b>Basic Directions</b>			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

### Contractor Information

<b>Contractor Name</b>	G & G Builders, Inc.	<b>Agency's Contact</b>	Gerard Callahan				
<b>OUSD Vendor ID #</b>	001772	<b>Title</b>	Manager				
<b>Street Address</b>	4542 Contractors Place	<b>City</b>	Livermore	<b>State</b>	CA	<b>Zip</b>	94551
<b>Telephone</b>	925-846-9023	<b>Policy Expires</b>					
<b>Contractor History</b>	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				
<b>OUSD Project #</b>	22127						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	9-29-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	11-27-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 116,977.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9450/9892	Fund 21, Measure J	210-9450-0-9892-8500-6274-169-9180-9905-9999-22127	6274	\$116,977.00

### 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>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	9/7/2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lozano Smith, approved as to form	<b>Date Approved</b>	9/6/2022		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> T.N.	<b>Date Approved</b>	9/7/2022		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b> Gary Yee	<b>Date Approved</b>	9-29-2022		