

Board Office Use: Legislative File Info.	
File ID Number	22-1447
Introduction Date	6-22-2022
Enactment Number	22-1238
Enactment Date	6/22/2022 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date June 22, 2022

Subject Change Order No. 1 Agreement Between Owner and Contractor – Redgwick Construction Company – Markham Elementary School Playmatting & Accessibility Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **Redgwick Construction Company**, Oakland, California, credit for deduct cost of trellises delivered in error. Trellises were returned and the cost is to be deducted from the contract amount for the **Markham Elementary School Playmatting & Accessibility Project**, as a deductive change in the amount of **\$9,174.64** thus reducing the contract price from **\$419,500.00** to **\$410,325.36** plus a time extension of 94 days that moves the completion deadline to **April 12, 2022**.

Discussion This Change Order is a deductive change for trellises delivered in error.

LBP (Local Business Participation Percentage) 82.7%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **Redgwick Construction Company**, Oakland, California, credit for deduct cost of trellises delivered in error. Trellises were returned and the cost is to be deducted from the contract amount for the **Markham Elementary School Playmatting & Accessibility Project**, as a deductive change in the amount of **\$9,174.64** thus reducing the contract price from **\$419,500.00** to **\$410,325.36** plus a time extension of 94 days that moves the completion deadline to **April 12, 2022**.

Fiscal Impact Fund 21 Building Fund, Measure J

Attachments

- Change Order No. 1, and Other Documents
- Routing Form
- File ID 21-1739

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

CHANGE ORDER NO. 1

Design-Bid-Build Contract

PROJECT: Playmatting & Accessibility Project
Markham Elementary School

DATE: APRIL 20, 2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: REDGWICK CONSTRUCTION COMPANY
21 Hegenberger Court
Oakland, CA 94621

DSA FILE NO.: 1-29
DSA APP NO.: 01-119068
OUSD PROJECT #: 19140
PROJECT MANAGER: Lee Sims

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

Credit for Trellises -\$9,174.64

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$ -9,174.64

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 94 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$ 419,500.00
Total of Prior Change Orders' Adjustments:	+ \$ 0.00
Total Contract Price Prior to this Change Order:	= \$ 419,500.00
This Change Order's Adjustment:	+ \$ -9,174.64
New Contract Price (including all allowances):	= \$ 410,325.36

Current Change Order's Percentage of Original Contract Price: -2.19 %

Total Change Orders' Percentage of Original Contract Price: -2.19 %

NOTE: Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

OAKLAND UNIFIED SCHOOL DISTRICT

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SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:		<u>90</u>	Calendar Days
Time extensions granted in prior change orders:	+	<u>0</u>	Calendar Days
Time extension granted in this change order:	+	<u>94</u>	Calendar Days
Adjusted Contract Time:	=	<u>184</u>	Calendar Days

Start date per Notice to Proceed:	October 11, 2021
Completion Deadline Based on Adjusted Contract Time:	April 12, 2022

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to Form:


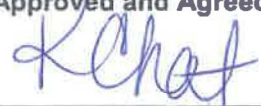

OUSD Facilities Counsel

5/26/22

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

Approved: Architect of Record  <hr/> Date: 4/22/2022	Approved and Agreed: General Contractor  <hr/> Date: 4/21/22	Approved and Agreed:  <hr/> Director of Facilities Date: 4.25.22  <hr/> Deputy Chief of Facilities Date: 4/26/2022
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Gary Yee, President, Board of Education



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

6/23/2022

Date

6/23/2022

Date

Markham Playmatting Accessibility

Oakland Unified School District
Job # 19140

AED LOG

4/20/2022 11:05 AM

AED #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Tax Increase on Play Structure & Play Matting	Redgwick	09/29/21	\$1,399.11	\$1,399.11	11/3/2021	Approved
2	2	Loading, Packing, & Delivering Trellis Rev 1	Redgwick	03/22/22	\$2,276.00	\$2,276.00	4/19/2022	For Approval
3	3	Additional Fence Rental Time	Redgwick	04/12/22	\$820.62	\$820.62	4/19/2022	For Approval

Original Contingency: \$27,000.00
 Total Proposed: \$4,495.73
 Total Approved: \$4,495.73
 Remaining Contingency: \$22,504.27

Notes:

*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=School/F=Fire/R=Roofing

**Email is standard. F = Faxed

***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Markham Playmatting and Accessibility

Oakland Unified School District
Job # 70002

PCO LOG

4/20/2022 11:05 AM

PCO #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency Allowance	Redgwick	04/12/22	-\$22,504.27	-	-	Void
2	2	Credit for Trellises	Redgwick	04/12/22	-\$9,174.64	-\$9,174.64		For Approval

Original Contract Price: \$419,500.00
 Total Proposed: -\$31,678.91
 Total Approved: -\$9,174.64
 Total Contract with Approved Changes: \$410,325.36
 CO Percentage of Base Contract: -2.19%

Notes:
 *Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=School/F=Fire/R=Roofing
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 ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Markham Playmatting Accessibility

Oakland Unified School District
Job # 19140

CO LOG

4/20/2022 11:05 AM

CO #	PCO #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Trellises	Redgwick	04/12/22	-\$9,174.64	-\$9,174.64		For Approval

Original Contract Price: \$419,500.00
 Total Proposed: -\$9,174.64
 Total Approved: -\$9,174.64
 Total Contract with Approved Changes: \$410,325.36
 CO Percentage of Base Contract: -2.19%

Notes:
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 ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 2

PROJECT: Playmatting & Accessibility Project
Markham Elementary School

DATE: APRIL 18, 2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: REDGWICK CONSTRUCTION COMPANY
21 Hegenberger Court
Oakland, CA 94621

DSA FILE NO.: 1-29
DSA APP NO.: 01-119068
OUSD PROJECT #: 19140
PROJECT MANAGER: Lee Sims

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Credit for Trellises. Vine Trellises were ordered and delivered by GameTime to the project, and were not part of the project scope. Trellises were returned and the cost is to be deducted from the contract amount.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **-\$9,174.64**

PROPOSED ADJUSTMENT TO CONTRACT TIME: 94 calendar days

CERTIFICATION

I, Travis Miller [name of declarant/contractor], declare the following:

Redgwick Construction Company [Contractor company name] has contracted with Oakland Unified School District [public entity name] for the Markham Playmatting & Accessibility Contract ("Contract"). Redgwick Construction Company [Contractor company name] authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for Oakland Unified School District [public entity name] regarding this Contract (such COR being dated April 12, 2022, and entitled PCO #2 Credit for Trellises, and requesting -\$9,174.64 and/or 94 additional days), and I prepared the attached COR. I am the most knowledgeable person at Redgwick Construction Company [Contractor company name] regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment,

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

and/or other serious legal consequences for myself or Redgwick Construction Company [Contractor company name].


The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District [public entity name] is responsible under its Contract with Redgwick Construction Company [Contractor company name].

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for Redgwick Construction Company [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed April 21st, 2022 at Oakland, California.


 _____ [signature]
 Travis Miller [name of declarant/contractor]

Initiated By:  _____ Architect of Record Date <u>4/22/2022</u>	Reviewed By:  _____ Project Manager Date <u>4/25/2022</u>	Acknowledged By:  _____ Contractor Date <u>4/21/22</u>
OUSD APPROVAL:  _____ Director of Facilities Date <u>4.25.22</u>	OUSD Approval:  _____ Deputy Chief Date <u>4/26/2022</u>	

Markham Playmatting Accessibility

Oakland Unified School District

Job # 19140

AED LOG

4/18/2022 3:40 PM

AED #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Tax Increase on Play Structure & Play Matting	Redgwick	09/29/21	\$1,399.11	\$1,399.11	11/3/2021	Approved
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 **Email is standard. F = Faxed
 ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Markham Playmatting and Accessibility

Oakland Unified School District
Job # 70002

PCO LOG

4/18/2022 3:40 PM

PCO #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Credit for Remaining Contingency Allowance	Redgwick	04/12/22	-\$22,504.27	-	-	Void
2	2	Credit for Trellises	Redgwick	04/12/22	-\$9,174.64	-\$9,174.64		For Approval

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 Total Approved: -\$9,174.64
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 **Email is standard. F = Faxed
 ***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change



Christina Stone <christina.stone@ousd.org>

Re: [EXTERNAL] Markham Invoice

3 messages

Lee Sims <lee.sims@ousd.org>

Wed, Apr 6, 2022 at 9:59 AM

To: donald cooper <dcooper@mrcrec.com>, Christina Stone <christina.stone@ousd.org>

Cc: Ali Arabshahi <ali@redgwick.com>, Leo Seavey <LSeavey@mrcrec.com>

Good morning Donald:

I have reviewed your email regarding Markham Playmatting #19140 and after review of noted credit I am satisfied with the amount to be credited to Facilities.

Lee Sims, Project Manager
510-641-7279

On Tue, Apr 5, 2022 at 1:53 PM donald cooper <dcooper@mrcrec.com> wrote:

Lee,

I know we just spoke and we can touch base again tomorrow morning to go over everything in detail. Their initial numbers included taking the 23% discount and removing that from the \$7992.00. That would bring the costs down to \$6,153.84 before taxes and surcharges. I went back to them and requested for the discount not to be applied to the pricing. Below is the revised breakdown based on my request. Please note that this changes actually helps out the school district by \$1,838.16 since it was actually sold for \$6,153.84.

Call me tomorrow and we can go over this in more detail.

Product \$7,992.00

Surcharge based on 5.5% \$329.67

Sales tax \$819.18

Total Credit Due \$9,140.85

Donald Cooper, CPSI

Brook 35 Park

2130 Route 35

Building B Suite 222

Sea Girt, NJ 08750

800.922.0070 ext 1034

4/12/22, 9:20 AM

OUSD Mail - Re: [EXTERNAL] Markham Invoice

Direct Line: 732-781-9034

f: 732-974-0226

www.mrcrec.com

Leo Seavey <LSeavey@mrcrec.com>

Wed, Apr 6, 2022 at 10:11 AM

To: Lee Sims <lee.sims@ousd.org>

Cc: donald cooper <dcooper@mrcrec.com>, Christina Stone <christina.stone@ousd.org>, Ali Arabshahi <ali@redgwick.com>

Lee I'm meeting with Joe's doctors. I have your proposals. I send them as soon as I look them over. Should be about 1 hour. Glad the credo got straightened out. I've been with joe last couple days.

Leo

Leo Seavey
GameTime/ MRC
415-246-9022
Lseavey@mrcrec.com

Sent from my iPhone

On Apr 6, 2022, at 9:59 AM, Lee Sims <lee.sims@ousd.org> wrote:

[Quoted text hidden]

donald cooper <dcooper@mrcrec.com>

Mon, Apr 11, 2022 at 10:56 AM

To: Lee Sims <lee.sims@ousd.org>, Christina Stone <christina.stone@ousd.org>

Cc: Ali Arabshahi <ali@redgwick.com>, Leo Seavey <LSeavey@mrcrec.com>

Lee,

Your credit on order 1133307 will be slightly more than I originally calculated...\$33.79 more to be exact. I neglected to tax the material surcharge.

Here is the revised amount:

Product \$7,992.00

Surcharge based on 5.5% \$329.67

Sales tax \$852.97

Total Credit Due \$9,174.64

Also I am attaching the actual invoice that will be mailed out.

4/12/22, 9:20 AM

OUSD Mail - Re: [EXTERNAL] Markham Invoice

Donald Cooper, CPSI

Brook 35 Park

2130 Route 35

Building B Suite 222

Sea Girt, NJ 08750

800.922.0070 ext 1034

Direct Line: 732-781-9034

f: 732-974-0226

www.mrcrec.com

[Quoted text hidden]



invoice Markham.pdf
932K



A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967
www.gametime.com
(256) 845-5610 * (800) 633-2394

Remit to:
Game Time
PO Box 680121
Fort Payne, AL 35968

Invoice date **12/30/2021**
Payment terms **Net 30 days**

Invoice

Page 1 of 1
Invoice number PJI-0176903
Customer no 00025418
Customer PO REP HOLD
Reference 102922
Date shipped 12/31/2021

Sold to:

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

Ship to :

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

Original Order No: **1133307**
Project Name CA Oakland Markham ES Living Schoolyard-TPL
Sales Group: Marturano Recreation
Co Inc

Catalog No	Description	Qty	Unit price	Amount
RDU	PLAYGROUND EQUIPMENT	1.00	94,130.000	94,130.00
91499	OLYMPUS CLIMBER 3'4' (ACCENT:SG SPRNG_GREEN) (BASIC:MT METALLIC) (HDPE:SB SKY_BLUE)	1.00	0.000	0.00
90868	SPLITTER W/CRAG 6'-0" (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	1.00	0.000	0.00
81699	BONGOS (ROTOPLASTIC:SG SPRNG_GREEN)	1.00	0.000	0.00
81691	SINGLE STEERING WHEEL	1.00	0.000	0.00
81687	HIGH WHISTLE (ACCENT:SG SPRNG_GREEN)	1.00	0.000	0.00
81669	HAND CYCLER (2_COLOR_HDPE:S1 SKBLU/WHITE/SKBLU)	1.00	0.000	0.00
81666	FUN SEAT/STEP (TUBE:SG SPRNG_GREEN)	1.00	0.000	0.00
90186	ASHIKO & DJEMBE (ACCENT:SG SPRNG_GREEN) (ROTOPLASTIC:SG SPRNG_GREEN)	1.00	0.000	0.00
90855	HEXAGONAL SHADE (BASIC:MT METALLIC) (FABRIC_1:Z6 SKY)	1.00	0.000	0.00
90853	QUADRATIC SHADE (BASIC:MT METALLIC) (FABRIC_1:Z6 SKY)	2.00	0.000	0.00
91095	HALF PANEL 3D-MOLDED WHL (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	1.00	0.000	0.00
91015	ENCLOSURE 3D (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	2.00	0.000	0.00
91457	SENSORY WAVE ENTRYWAY (ACCENT:SG SPRNG_GREEN)	2.00	0.000	0.00
91137	ENTRYWAY 3D (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	2.00	0.000	0.00
81587	SKYWHEEL ATTACHMENT (ACCENT:SG SPRNG_GREEN) (SKYWHEEL:5 GREEN)	1.00	0.000	0.00
91210	CLIMBER ENTRYWAY 3D (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	7.00	0.000	0.00
91108	CORAL CLIMB 3D 5'-6/6'-6" (ACCENT:SG SPRNG_GREEN) (HDPE:SB SKY_BLUE)	1.00	0.000	0.00
90632	STEGO CLIMBER 4'-0"/4'-6" (ACCENT:SG SPRNG_GREEN)	1.00	0.000	0.00
90598	HOUR GLASS CLIMBER (ACCENT:SG SPRNG_GREEN)	1.00	0.000	0.00
91032	4' TRANSFER PLATFORM 3D (ACCENT:SG SPRNG_GREEN) (BASIC:MT METALLIC) (DECK:PVC:BL BLUE2002) (HDPE:SB SKY_BLUE)	1.00	0.000	0.00
90277	QUICK'L'TUBE SLIDE 4'-0" (TUBE:SG SPRNG_GREEN)	1.00	0.000	0.00
80001	49" TRI PUNCHED STEEL DECK (DECK:PVC:BL BLUE2002)	7.00	0.000	0.00
80687	HANDHOLD/KICK PLATE PKG (ACCENT:SG SPRNG_GREEN) (ACCENT_2:SG SPRNG_GREEN)	1.00	0.000	0.00
91269	SPROUT CLIMBER (BASIC:MT METALLIC)	2.00	0.000	0.00
80000	49" SQ PUNCHED STEEL DECK (DECK:PVC:BL BLUE2002)	1.00	0.000	0.00
90612	CRAWL-IN DBL FUN-L UP (ROTOPLASTIC:SG SPRNG_GREEN) (TUBE:SG SPRNG_GREEN)	1.00	0.000	0.00
80729	12" STEPPED PLATFORM (ACCENT:SG SPRNG_GREEN) (DECK:PVC:BL BLUE2002)	1.00	0.000	0.00
91379	SENSORY WAVE UP & ON LK (ROTOPLASTIC:SG SPRNG_GREEN)	1.00	0.000	0.00



A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967
www.gametime.com
(256) 845-5610 * (800) 633-2394

Remit to:
Game Time
PO Box 680121
Fort Payne, AL 35968

Invoice date **12/30/2021**
Payment terms **Net 30 days**

Invoice

Page 1 of 1
Invoice number PJI-0176903
Customer no 00025418
Customer PO REP HOLD
Reference 102922
Date shipped 12/31/2021

Sold to:

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

Ship to:

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

90597	FUN-L CRAWL TUBE LINK (ROTOPLASTIC:SG SPRNG_GREEN) (TUBE:SG SPRNG_GREEN)	1.00	0.000	0.00
90396	RUNG KICKPLATE 2'-0" (ACCENT_2:SG SPRNG_GREEN)	1.00	0.000	0.00
90846	TRIPLE W/ SPIRAL (BASIC:MT METALLIC) (DECK:PVC:BL BLUE2002) (ROTOPLASTIC:SG SPRNG_GREEN)	1.00	0.000	0.00
90272	14' UPRIGHT ASSMBLY(ALUM) (BASIC:MT METALLIC)	3.00	0.000	0.00
90262	4' UPRIGHT ASSEMBLY(ALUM) (BASIC:MT METALLIC)	1.00	0.000	0.00
90270	12'UPRIGHT ASSMBLY(ALUM) (BASIC:MT METALLIC)	1.00	0.000	0.00
90269	11' UPRIGHT ASSMBLY(ALUM) (BASIC:MT METALLIC)	1.00	0.000	0.00
G90271	13' UPRIGHT ASS'Y (GALV) (BASIC:MT METALLIC)	4.00	0.000	0.00
G90272	14' UPRIGHT ASS'Y (GALV) (BASIC:MT METALLIC)	6.00	0.000	0.00
G90270	12' UPRIGHT ASS'Y (GALV) (BASIC:MT METALLIC)	4.00	0.000	0.00
178749	179108 OWNER'S KIT	1.00	60.000	60.00
1892	VINE TRELLIS (BASIC:MT METALLIC)	3.00	2,664.000	7,992.00
SURCHARGE	SURCHARGE	1.00	4,215.830	4,215.83
DJMEX5	5"AL PIP W/AL CAP 4' (BASIC:MT METALLIC)	1.00	0.000	0.00
DJMEX6	5"AL PIP W/AL CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEX7	5"GV PIP W/O CAP 13' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEX8	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEX9	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXA	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXB	5"GV PIP W/O CAP 13' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXC	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXD	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXE	5"GV PIP W/O CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
DJMEXF	5"AL PIP W/AL CAP 12' (BASIC:MT METALLIC)	1.00	0.000	0.00
DJMEXG	5"AL PIP W/AL CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
DJMEXH	5"AL PIP W/AL CAP 14' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXJ	5"GV PIP W/O CAP 12' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXK	5"GV PIP W/O CAP 12' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXL	5"GV PIP W/O CAP 13' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXM	5"GV PIP W/O CAP 13' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXN	5"GV PIP W/O CAP 12' (BASIC:MT METALLIC)	1.00	0.000	0.00
LJMEXP	5"GV PIP W/O CAP 12' (BASIC:MT METALLIC)	1.00	0.000	0.00
DJMEXQ	5"AL PIP W/AL CAP 11' (BASIC:MT METALLIC)	1.00	0.000	0.00
205282	TOOL KIT(TORX BIT)PS 2012	3.00	0.000	0.00
205282	TOOL KIT(TORX BIT)PS 2012	1.00	0.000	0.00
139361	AEROSOL PAINT 4.5 OZ. (BASIC:MT METALLIC)	2.00	0.000	0.00
139361	AEROSOL PAINT 4.5 OZ. (BASIC:SG SPRNG_GREEN)	1.00	0.000	0.00
169163	2/5-5/12 AGE APPROPRIATE	3.00	0.000	0.00
169164	ASTM WARNING LABEL	3.00	0.000	0.00
	Sub total			106,397.83
Freight	Freight	1.00	9,170.640	9,170.64
	Sub total			9,170.64
Discount	Invoice Discount	(1.00)	23,532.500	(23,532.50)
	Sub total			(23,532.50)



A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967
www.gametime.com
(256) 845-5610 * (800) 633-2394

Remit to:
Game Time
PO Box 680121
Fort Payne, AL 35968

Invoice date **12/30/2021**
Payment terms **Net 30 days**

Invoice

Page 1 of 1
Invoice number PJI-0176903
Customer no 00025418
Customer PO REP HOLD
Reference 102922
Date shipped 12/31/2021

Sold to:

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

Ship to :

Redgwick Construction
21 Hegenberger Ct
Oakland, CA 94621

Total **92,035.97**

Sales subtotal amount

Sales tax

92,035.97

8,493.70

INVOICE TOTAL DUE

USD

\$100,529.67

Credit (9,174.64)

\$91,355.03

NOTICE OF CREDIT CARD PROCESSING FEE:

EFFECTIVE APRIL 4, 2022, A PROCESSING FEE OF 2.50% OF THE PAYMENT AMOUNT WILL BE ASSESSED ON ALL CREDIT CARD TRANSACTIONS. YOU HAVE THE OPTION TO PAY BY CHECK, ACH OR WIRE WITHOUT ANY ADDITIONAL FEE.

We now offer the option of emailing invoices! Please let us know if you would like to take advantage of this feature by emailing us at ar@gametime.com. Please include the email address you would like your invoices to go to and a contact name and number.

CONCEALED SHORTAGES MUST BE REPORTED TO GAMETIME WITHIN 60 DAYS OF RECEIPT OF MERCHANDISE.

CONDITIONS:

TITLE TO THIS MERCHANDISE PASSES TO BUYER WHEN SELLER DELIVERS GOODS TO CARRIER

Please note that GAMETIME is a material supplier only and therefore not subject to payment retainage. Shipment of goods which appear on this invoice constitutes completion of this contract by GAMETIME. Payment in full is required within the agreed terms stated on this invoice. Warranty claims and back charges may not be deducted from contract payments without prior approval of GAMETIME customer service personnel.

Seller hereby certifies, to the best of its knowledge, information and belief, that its selling price does not exceed the maximum price permissible under any prevailing applicable law or regulation. Seller agrees to refund any amounts paid by Buyer which are subsequently determined to be in excess of such maximum price.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

Tell me about your experience.
Call me at 256-997-5308 or
email at SpencerC@GameTime.com

Spencer Cheak
Group President



Christina Stone <christina.stone@ousd.org>

Fwd: Send data from e6516acEID38553 02/09/2022 10:16

1 message

Lee Sims <lee.sims@ousd.org>
To: Christina Stone <christina.stone@ousd.org>

Thu, Feb 10, 2022 at 9:58 AM

Christina: Please find information regarding GameTime problem at Markham.

Lee

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

From: Lee Sims <lee.sims@ousd.org>
Date: Wed, Feb 9, 2022 at 10:47 AM
Subject: Fwd: Send data from e6516acEID38553 02/09/2022 10:16
To: Leo Seavey <LSeavey@mrcrec.com>, Ali Arabshahi <ali@redgwick.com>, MARK CAVALLI <mark.cavalli@ousd.org>, Travis Miller <travis@redgwick.com>

LEO: Please find attached a memorandum, regarding the status of the project: Markham Accessibility, Playstructure and PlayMatting Project #19140.

Please assist the District in resolving this matter with Game Time as we have been pleased with their product; We realize an error has been made

and that must be corrected and resolve the issues to allow our relationship with GameTime to continue.

Lee Sims, Project Manager
510-535-7094

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

From: OUSD Facilities Management & Planning <noreply@ousd.org>
Date: Wed, Feb 9, 2022 at 10:16 AM
Subject: Send data from e6516acEID38553 02/09/2022 10:16
To: Lee Sims <lee.sims@ousd.org>

Scanned from e6516acEID38553
Date:02/09/2022 10:16
Pages:6
Resolution:300x300 DPI

 **DOC020922.pdf**
2909K



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

February 9, 2022

Memo To: Leo Seavey, Ali Arabshahi, Travis Miller, Mark Cavelli
From: Lee Sims, Project Manager

Re: Markham Playmatting Project #19140

Please find listed below the issues to be resolved by Game Time regarding the Markham Playmatting Project:

1. The Game Time Quote is not issued to OUSD FACILITIES for a playstructure which is the normal procedure. Attached is a copy of the order that is related to Trust For Public Land.
2. Upon receipt of the Game Time materials, Redgwick informed me that there were materials that was not related to the playmatting materials.
3. I informed Redgwick to return this equipment and the District would reimburse them for the return of the vine trellis as we could not allow for this materials to linger on our project as it is difficult to get the sender to agree to pickup items sent in error.
4. GameTime must issue a corrected quote to the District and a credit to Redgwick with notification to OUSD Facilities in that we may received a credit for items that the District did not order .
5. I have attached correspondence from Trust For Public Land that the trellis were in their the scope of work
6. We have purchased our playstructures from GameTime and have been satisfied With their product; however the District will not pay for items that we did not order and we expect GameTime to recognize this relationship and steer away from restocking fees and storage in our warehouse for items we do not use.
7. During my tenure of overseeing the Playmatting Projects I have never ordered any equipment other than playstructures. This requires correcting so we may continue OUSD's relationship with Game Time.

/Attachments: GameTime Quote, email from Trust for Public Land regarding their Project.



A PLAYCORE COMPANY

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

04/09/2021
Quote #100389-01-06

CA Oakland Markham ES Living Schoolyard-TPL

Oakland Unified School District
Attn: *** **
955 High Street
Oakland, CA 94601

Ship to Zip 94605

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Rows include items like GameTime - GameTime Custom PowerScope 5-12 Unit, GameTime - Owner's Kit, GameTime - Vine Trellis, and summary rows for Sub Total, Discount, Material Surcharge, Freight, Tax, and Total.

Comments

The following is for supply only.

Installation is not included.

dc

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: 50% deposit payable to Game Time at time of order entry with the balance due by certified check upon delivery. (C. O. D.)

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your 50% deposit check, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; Installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, 50% deposit check, and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



A PLAYCORE Company

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

04/09/2021
Quote #100389-01-06

CA Oakland Markham ES Living Schoolyard-TPL

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed):
Signature:
Title:
Email:
P.O. No:
Date:
Phone:
Facsimilie:

Purchase Amount: \$99,701.01

Order Information: (ALL INFORMATION REQUIRED)

Bill To:
Bill To Contact:
Bill To Email:
Bill To Phone:
Ship To:
Ship To Contact:
Ship To Email:
Ship To Phone: (Office):
(Cell):
Bill to Address:
Ship To Address:
Bill To City, State, Zip:
Ship To City, State, Zip:

SALES TAX EXEMPTION CERTIFICATE #:
(PLEASE PROVIDE A COPY OF CERTIFICATE)



Lee Sims <lee.sims@ousd.org>

RE: [External] RE: Markham Elementary School

1 message

Annie Youngerman <Annie.Youngerman@tpl.org>

Wed, Jan 26, 2022 at 2:05 PM

To: Carlos Grifo Anton <CGAnton@dialogdesign.ca>, donald cooper <dcooper@mrcrec.com>, Ali Arabshahi <ali@redgwick.com>, Lee Sims <lee.sims@ousd.org>, Christina Stone <christina.stone@ousd.org>, Leo Seavey <LSeavey@mrcrec.com>, Travis Miller <travis@redgwick.com>, "bill@commplay.us" <bill@commplay.us>
Cc: Jesse Jones <jjones@placeworks.com>

Hi Carlos,

I, too, am not privy to the Scope of Work and Addendum #3 that Mr. Cooper mentions, as we're not involved in the District's management of the new play structure construction at Markham. However, I can clarify that the Vine Trellises that were in the Markham construction drawings (drawings that were shared for two scopes of work, one managed by the District now and one by TPL previously) were removed from the drawings. The two Vine Trellises were in the work that we, TPL, were managing, but we took them out of our contractor's scope for cost saving purposes. Attached is a sheet showing the removal from scope of these trellises.

Let us know if that helps clarify anything. It seems that maybe they were mistakenly included in a submittal to the District and then ordered?

Annie Youngerman

Project Manager

The Trust for Public Land
101 Montgomery St., Suite 900 | San Francisco, CA 94104
P: 415.800.5201 | C: 203.668.0019

Creating parks and protecting land for people.

From: Carlos Grifo Anton <CGAnton@dialogdesign.ca>

Sent: Tuesday, January 25, 2022 4:24 PM

To: donald cooper <dcooper@mrcrec.com>; Ali Arabshahi <ali@redgwick.com>; Lee Sims <lee.sims@ousd.org>; Christina Stone <christina.stone@ousd.org>; Leo Seavey <LSeavey@mrcrec.com>; Travis Miller <travis@redgwick.com>; bill@commplay.us

Cc: Jesse Jones <jjones@placeworks.com>; Annie Youngerman <Annie.Youngerman@tpl.org>

Subject: [External] RE: Markham Elementary School

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

I am bringing to the conversation Jesse Jones and Annie Youngerman because they were part of the team that worked on the Landscape drawings.

As I understand, there is a confusion about the location and the number of vine trellis to be installed in the project. Per previous e-mails, I understand that there are three trellis on site that need to be installed. According to the approved drawings, there are only two trellis that need to be placed in the AREA B. See the attached sheets that are part of the approved set of drawings: in the sheet L1.0 schedule of materials it is specified that the quantity of trellis are 2 and the location is shown in the sheet L1.2.

With that said, I am not aware about the addendum #3 that Mr Cooper mentioned nor the Scope of work that the contractor agreed with the district.

I hope to be helpful to the conversation,

Best,

Carlos

From: donald cooper <dcooper@mrcrec.com>

Sent: Tuesday, January 25, 2022 3:06 PM

To: Ali Arabshahi <ali@redgwick.com>; Carlos Grifo Anton <CGAnton@dialogdesign.ca>; Lee Sims <lee.sims@ousd.org>; Christina Stone <christina.stone@ousd.org>; Leo Seavey <LSeavey@mrcrec.com>; Travis Miller <travis@redgwick.com>; bill@commplay.us

Subject: Re: Markham Elementary School

CAUTION: External Email

Ali,

You will need to speak with the school district about this. However, the addendum #3 included our quotes which included the 3 vine trellis. Please refer to your email you sent me on September 30th. If this isn't a part of the scope of work I would advise working with the school district for storage for when that scope of work is needed. Please also note it was ordered that way and was included in the submittal package for approvals.

Hope this helps clear any confusion up.

Donald Cooper, CPSI
Brook 35 Park

ADDENDUM NO. 3

April 12, 2021

**MARKHAM ELEMENTARY SCHOOL
LIVING SCHOOL YARD PROJECT
OAKLAND UNIFIED SCHOOL DISTRICT**

**OUSD PROJECT NO. 19140
DSA FILE NO. 1-29
DSA APPLICATION NO. 01-119068**

**OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, CA. 94601**

The following changes, additions, modifications and corrections hereafter set forth and To be included in the Bid Documents for the project and should be part thereof and subject To all the requirements thereof, as if originally specified and/or shown.

This addendum consists of the following:

Addendum No. 3	1 page
Play Surfacing Manufacturer' Quote	3 pages
Playstructure Manufacturer's Quote	2 pages

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

**OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
955 High Street
Oakland, California 94601**



Christina Stone <christina.stone@ousd.org>

Markham Playmatting Project...REFUND ON TRELLIS

1 message

Lee Sims <lee.sims@ousd.org>

Tue, Mar 22, 2022 at 9:23 AM

To: Ali Arabshahi <ali@redgwick.com>, Leo Seavey <LSeavey@mrcrec.com>, Christina Stone <christina.stone@ousd.org>

Good Morning Ali:

Please have your accounting department to request a credit from Game Time on the trellis with a copy to OUSD. Upon receipt of this credit, Redgwick will deduct the the cost of returning the materials to Game Time and OUSD will deduct the remaining funds on the credit. from Redgwick's contract amount. The cost of the materials was included in the bid package.

If you have any questions, please contact me at 510-535-7094..

Lee Sims, Project Manager



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Markham Elementary School Playmatting & Accessibility Project	Site	201
Basic Directions			
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.			
Attachment Checklist	<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

Contractor Name	Redgwick Construction Company	Agency's Contact	Bob Rahebi				
OUSD Vendor ID #	003557	Title	Project Manager				
Street Address	21 Hegenberger Ct.	City	Oakland	State	CA	Zip	94621
Telephone	510-792-1727	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19140						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-26-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	4-12-2022

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$(9,174.64)
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350 9826	Fund 21 Measure J	210-9350-0-9826-8500-6274-138-9180-9905-9999-19140	6274	\$(9,174.64)

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning & Management				
	Signature			Date Approved	5/17/2022
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form		Date Approved	5/26/22
3.	Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	5/17/2022
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	


Board Office Use: Legislative File Info.	
File ID Number	21-1739
Introduction Date	8-25-2021
Enactment Number	21-1355
Enactment Date	8/25/2021 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From  Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning & Management

Board Meeting Date August 25, 2021

Subject Award of Agreement Between Owner and Contractor - Competitively Bid – Redgwick Construction Company – Markham Elementary School PlayMatting & Accessibility Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of Agreement Between Owner to Redgwick Construction Company, Oakland, California (“Contractor”), for the latter to provide installation of play structure and SofTiles play matting, removal of existing asphalt to prepare surface for installation for the Markham Elementary School Playmatting & Accessibility Project, in the amount of **\$419,500.00**, which includes a contingency of \$27,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on **August 26, 2021**, and scheduled to last for ninety (90) days, with an anticipated ending of **November 23, 2021**.

Discussion The scope of work of the contract consists of installation of play structure and Softiles playmatting. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Award of Agreement Between Owner to Redgwick Construction Company, Oakland, California (“Contractor”), for the latter to provide installation of play structure and SofTiles play matting, removal of existing asphalt to prepare surface for installation for the Markham Elementary School Playmatting & Accessibility Project, in the amount of **\$419,500.00**, which includes a contingency of \$27,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on **August 26, 2021**, and scheduled to last for ninety (90) days, with an anticipated ending of **November 23, 2021**.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Payment & Performance Bonds
- Insurance Certificate



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 21-1739

Department: Facilities Planning & Management

Vendor Name: Redwick Construction Company

Project Name: Markham ES Playmatting & Accessibility

Project No.: 19140

Contract Term: Intended Start: 8-26-2021

Intended End: 11-23-2021

Total Cost Over Contract Term: \$419,500.00

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?

Redwick Construction Company was selected by the District as the lowest responsive and responsible bid.

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

Contractor will provide installation of play structure and Playmatting equipment for the Markham Site.

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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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 **August 26, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **REDGWICK CONSTRUCTION COMPANY** 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

the Markham Elementary School Playmatting & Accessibility Project, 7220 Krause Avenue, Oakland, CA,

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

Oakland Unified School District, Oakland, CA

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in the Bid Form.

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, 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."

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 **Ninety (90)** calendar days, which shall start to run either 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 **August 26, 2021**, in which

case the deadline for Completion would be **November 23, 2021**.

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 the amount herein set forth shall be the amount of 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 the amount herein set forth 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: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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 FOUR HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS NO/100(\$419,500.00) 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 includes a general allowance (also known as a contingency allowance) of TWENTY-SEVEN THOUSAND DOLLARS NO/100 \$27,000.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual 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 a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such 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 a contractual 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 any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual 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 a contractual 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 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 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, 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 One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile

liability insurance shall be Two Million \$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.



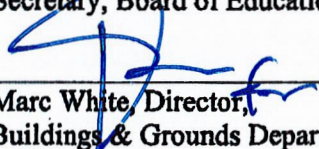
ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of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

OAKLAND UNIFIED SCHOOL DISTRICT

 _____ Shanthi Gonzales, President, Board of Education	8/26/2021 _____ Date
 _____ Kyla Johnson-Trammell, Superintendent, Secretary, Board of Education	8/26/2021 _____ Date
 _____ Marc White, Director, Buildings & Grounds Department	8/24/21 _____ Date

CONTRACTOR




Signature

Bob Rahebi

Print Name **President**

Title: Chairman, Pres., or Vice-Pres.



Signature

BOB RAHEBI

Print Name

CFO

Title: Secretary, Asst. Secretary, CFO, or Asst. Treasurer

Approved As To Form:

 _____ OUSD Facilities Legal Counsel	6-24-21 _____ Date
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140057
CALIFORNIA CONTRACTOR'S
LICENSE NO.

5-31-2023
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.

PERFORMANCE BOND
DOCUMENT 00 61 00

Premium: \$4,531.00

Bond Number: 070213167

Redgwick Construction Co.

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and The Ohio Casualty*, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of **FOUR HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$419,500.00)** 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 **August 26, 2021**, for construction of _____*Insurance Company

**the Markham Elementary School Playmatting & Accessibility Project, located at
7220 Krause Avenue, Oakland, California**

*Contractor will provide Installation of play structure and SofTiles play matting. Removal of existing asphalt to prepare surface for installation of tiles and play structure. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contactor shall call OUSD to coordinate Safe2Play for inspections. **Contractor must have play structure certification. Accessibility Installation scope of work: To include ramp, and bathrooms in building B. Contractor to provide utility location services where needed.*

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

OAKLAND UNIFIED SCHOOL DISTRICT
PERFORMANCE BOND ¹

Markham Elementary School
Playmatting & Accessibility
PROJECT NO. PR19140
April 5, 2021

DOCUMENT 00 61 00

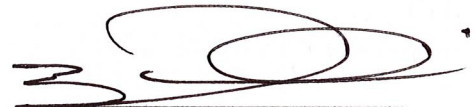
change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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 16th day of June, 2021, 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)

21 HEGENBERGER COURT
(Business Address) OAKLAND CA 94621

(Affix Corporate Seal)

Redgwick Construction Co.

(Corporate Principal)

21 Hegenberger Ct.
Oakland, CA 94621

(Business Address)

by: Bob Nafiebi
President

The Ohio Casualty Insurance Company
(Corporate Surety)

(Affix Corporate Seal)

255 California St.

(Business Address)

San Francisco, CA 94111

By: Betty L. Tolentino
Betty L. Tolentino, Attorney-in-Fact

The rate of premium on this bond is \$10.80 per thousand.

The total amount of premium charged is \$4,531.00.

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 San Francisco)

On JUNE 16, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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)





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: 8205077-024125

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, Betty L. Tolentino, Brittany Kavan, Gillian Bhaskaran, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, R.A Bass, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of Walnut Creek 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 22nd day of March, 2021.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of March, 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: [Signature]
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 16th day of JUNE, 2021



By: [Signature]
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.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Premium included in charge
for performance bond

Bond Number: 070213167

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Redgwick Construction Co., 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

**the ("Contract") Markham Elementary School Playmatting & Accessibility Project,
at 7220 Krause Avenue, Oakland, California**

which consists of Installation of play structure and Softiles play matting. Removal of existing asphalt to prepare surface for installation of tiles and play structure. Additionally, a contract has been executed for Safe2Play to ensure that the project conforms to safety inspections. Contactor shall call OUSD to coordinate Safe2Play for inspections. **Contractor must have play structure certification. Accessibility Installation scope of work: To include ramp, and bathrooms in building B. Contractor to provide utility location services where needed.

which said agreement dated **August 26, 2021**, 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 FOUR HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$419,500.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the 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.

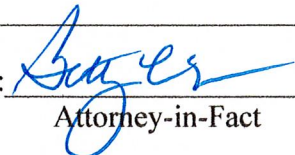
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 16th day of June, 2021.

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

Redgwick Construction Co.
Principal



The Ohio Casualty Insurance Company
Surety

By: 
Attorney-in-Fact

Betty L. Tolentino, Attorney-in-Fact

The above bond is accepted and approved this _____ day 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 San Francisco)

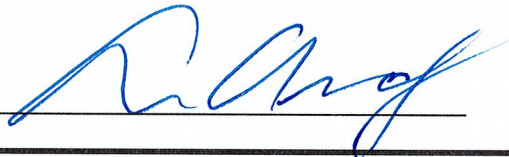
On JUNE 16, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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)





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: 8205077-024125

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, Betty L. Tolentino, Brittany Kavan, Gillian Bhaskaran, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, R.A Bass, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of Walnut Creek 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 22nd day of March, 2021.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of March, 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: [Signature]
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 16th day of JUNE, 2021



By: [Signature]
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.

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid-Markham Elementary School
 Project: Playmatting & Accessibility
 Project #: 19140
 Estimate: \$275,000

Date: Thursday, June 10, 2021
 Time: 2:00 P.M.
 Project Mgr: Lee Sims
 Architect: Dialog Design/Byrens Kim Design

Signature of Witness to Bid	Signature of Bid Opener	
Company: Redgwick Construction Address: 21 Hegenberger Ct City/State: Oakland, CA Phone: 510-792-1727 Fax:	Base Bid: \$392,500.00 Allowance: \$27,000.00 TOTAL: \$419,500.00 Alternates:	Required Day of Bid: Signed Bid Form X Addendum Acknow. X Bid Bond X Non-Collusion X Iran Contracting Certification X Site Visit Certification X Contractor's Sub List X Debarment Suspension & Schd Z X Local Business Participation Form DVBE Forms X
	<u>Time Submitted</u> <u>Date Submitted</u> 1:48 PM 6/10/2021	
	<u>Time Opened</u> <u>Date Opened</u> 2:05 PM 6/10/2021	
Company: Address: City/State: Phone: Fax:	Base Bid: Allowance: \$27,000.00 TOTAL: Alternates:	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
	<u>Time Submitted</u> <u>Date Submitted</u>	
	<u>Time Opened</u> <u>Date Opened</u>	
Company: Address: City/State: Phone: Fax:	Base Bid: Allowance: \$27,000.00 TOTAL: Alternates:	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
	<u>Time Submitted</u> <u>Date Submitted</u>	
	<u>Time Opened</u> <u>Date Opened</u> 2:05 PM	
Company: Address: City/State: Phone: Fax:	Base Bid: Allowance: \$27,000.00 TOTAL: Alternates:	Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms
	<u>Time Submitted</u> <u>Date Submitted</u>	
	<u>Time Opened</u> <u>Date Opened</u>	



Department of Facilities Planning and Management

MEMORANDUM

Date: June 11, 2021
To: Juanita Hunter
From: Philip Lang, LBU Consultant
Subject: LBU Review
Redgwick Construction
Project No. 19140

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Markham Elementary School Playmatting & Accessibility submitted by Bay Construction.

- Redgwick Construction achieved 50% LBU (61% LBE and 25.3% SLBE/SLRBE).

RECOMMENDATION:

Based on the LBU Participation Worksheet, the Compliance Team finds Redgwick Construction to be responsive and eligible for contract award.

Cc: Kenya Chatman

Local Business Utilization Program Consultants





LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Redgwick Construction

Project: Markham Elementary School Playmatting & Accessibility
 Project #: 19140
 Estimate: \$275,000

Bid Opening Date: Thursday, June 10, 2021
 Time: 2pm
 Project Mgr: Lee Sims
 Architect: N/A

Base Bid: \$275,000
 Verified Local Business Participation Discount: 2% \$5,500.00
 Base Bid W/LBP Discount: \$269,500

Based on Policy Calculation: 2%

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
PRIME: Redgwick Construction Address: 21 Hegenberger Ct. City/State: Oakland, Ca Phone: (510) 792-1727 Fax:	\$245,511	61%			City of Oakland Certified LBE Verified 6/11/2021
Company: Cooper Construction Address: 240 Sextus Rd. City/State: Oakland, Ca Phone: (510) 415-3654	\$31,500.00		8.0%		City of Oakland Certified SLBE Verified 6/11/2021
Company: S&S Trucking Address: 477 Roland Way City/State: Oakland, Ca Phone: (510) 388-3556	\$68,000.00		17.3%		City of Oakland Certified SLBE Verified 6/11/2021
Company: Address: City/State: Phone:					
Company: Address: . City/State: Phone:					
TOTAL PARTICIPATION		61.0%	25.3%	0.0%	100.0%

Philip Lang February 3rd 2021

APPROVAL- LBU Compliance Officer

L. Luster and Associates

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning & Management
955 High Street,
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of REDGWICK CONSTRUCTION CO. ("Bidder"), 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 **Re-Bid-Markham Elementary School Playmatting & Accessibility Project, 7220 Krause Avenue, Oakland, CA 94605** (the "Contract").

The Contract Documents were prepared by Byrens Kim Design Works(Now Dialog Design) 681 4th Street, Oakland, CA 94607, 510-452-3224

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

<u>Three Hundred Sixty Two Thousand Five hundred</u>	<u>Dollars</u>	<u>\$ 392500</u>
Base Bid Amount		
<u>Twenty-seven Thousand</u>	<u>Dollars</u>	<u>\$27,000.00</u>
Contingency Allowance		
<u>Four hundred Sixteen thousand Five hundred.</u>	<u>Dollars</u>	<u>\$ 419500</u>
Total Bid Amount		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Markham Elementary School
Playmatting & Accessibility
Project No. 19140
April 2, 2021

BID FORM
DOCUMENT 00 31 01

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Redgwick Construction Co.*
 Project: *Markham Elementary School.*
 Project #: *19140*
 Estimate: *\$275,000*

Bid Opening Date: *6/10/21*
 Time: *2pm*
 Project Mgr: *Lee Simms.*
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <i>Redgwick Construction</i> Address: <i>21 Hesperian Ct.</i> City/State: <i>Oakland CA</i> Phone: <i>510-792-1727</i>	\$ <i>242511</i>	<i>61%</i>			<i>LBE #</i>
Company: <i>Laper Engineering</i> Address: <i>240 Sextus Rd.</i> City/State: <i>Oakland CA</i> Phone: <i>510-415-3454</i>	\$ <i>31500</i>		<i>86.3%</i>	<i>0.0%</i>	<i>VSLBE #2017002903</i>
Company: <i>S&S Trucking</i> Address: <i>477 Roland Way</i> City/State: <i>Oakland CA</i> Phone: <i>510-383-3556</i>	\$ <i>68,000</i>		<i>17.3%</i>		<i>SLBE #1227</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	<i>\$0.00</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>0.0% 86.3%</i>

APPROVAL- LBU Compliance Officer *#332011 61% 29.3%*

Note: Local Business Participation documentation must be included with the time of bid.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-Seven Thousand dollars (\$27,000.00).**

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 Bidder 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: **Redgwick Construction Co.**
21 Hegenberger Ct.
Oakland, CA 94621

Our Public Liability and Property Damage Insurance is placed with:

Travelers

Our Workers' Compensation Insurance is placed with:

Travelers

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. 1 Date 4/7/21 Addendum No. 4 Date 5/3/21
Addendum No. 2 Date 4/8/21 Addendum No. 5 Date 4/27/21
Addendum No. 3 Date 4/12/21 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.


{SR526394}3

OAKLAND UNIFIED SCHOOL
Re-Bid-Markham Elementary School
Playmatting & Accessibility
Project No. 19140
April 2, 2021

BID FORM
DOCUMENT 00 31 01

Print or Type Name: Travis Miller

Title: Vice President

Signature: 

Name of Company as Licensed in California: **Redgwick Construction Co.**

Business Address: 21 Hegenberger Ct.

Telephone Number: 510-792-1727 **Oakland, CA 94621**

California Contractor License No.: 140057

Class and Expiration Date: A 5/31/23

Public Works Contractor Registration No.: 1000008863

State of Incorporation, if Applicable: CA

{SR526394}4

OAKLAND UNIFIED SCHOOL
Re-Bid-Markham Elementary School
Playmatting & Accessibility
Project No. 19140
April 2, 2021

BID FORM
DOCUMENT 00 31 01



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Markham Elementary School Playmatting & Accessibility Project	Site	201
Basic Directions			
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.			
Attachment Checklist	<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			
Contractor Name	Redgwick Construction Company	Agency's Contact	Bob Rahebi
OUSD Vendor ID #	003557	Title	Project Manager
Street Address	21 Hegenberger Ct.	City	Oakland State CA Zip 94621
Telephone	510-792-1727	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	19140		

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	8-26-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	11-23-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$ 419,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9650 9829	Fund 21 Measure J	210-9650-0-9829-8500-6271-153-9180-9005-9999-99999	6271	\$419,500.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Acting Director, Facilities Planning & Management	Signature	Date Approved	6/24/21
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	6-24-21
	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	6/24/21
4.	Chief Financial Officer	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	