

Board Office Use: Legislative File Info.	
File ID Number	24-1260
Introduction Date	6-5-2024
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Enactment Date	6/5/2024 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management
Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 5, 2024

Subject Agreement Between Owner and Contractor – D-Line Constructors, Inc. – East Oakland Pride Elementary School Site Improvements Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and D-Line Constructors, Inc., Oakland, CA., for the latter to provide demolition services to improve and upgrade the parking lot, storage portable, new play elements and enhancement of the yard for the East Oakland Pride Elementary School Improvements Project, in the total amount of \$4,693,000.00, which includes a contingency allowance of \$500,000.00, with the work anticipated to commence on June 6, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 5, 2024.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) 70.66%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and D-Line Constructors, Inc., Oakland, CA., for the latter to provide demolition services to improve and upgrade the parking lot, storage portable, new play elements and enhancement of the yard for the East Oakland Pride Elementary School Improvements Project, in the total amount of \$4,693,000.00, which includes a contingency allowance of \$500,000.00, with the work anticipated to commence on June 6, 2024, and required to be completed within sixty days (60), with an anticipated ending date of August 5, 2024.

Fiscal Impact Fund 21 Building Funds Measure Y&J; Fund 1(ELOP), Fund 35 County School Facilities

- Attachments**
- Contract Justification Form
 - Agreement, Bonds, and Other Contract Documents
 - Certificate of Insurance
 - Routing Form



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

Legislative File ID No. 24-1260

Department: Facilities Planning and Management

Vendor Name: D-Line Constructors, Inc.

Project Name: East Oakland Pride Elementary School
Site Improvements

Project No.: 22144

Contract Term: Intended Start: June 6, 2024

Intended End: August 5, 2024

Total Cost Over Contract Term: \$4,693,000.00

Approved by: Preston Thomas

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?

D-Line Constructors, Inc. was selected by the District as the lowest responsible and responsive bid.

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

D-Line Constructors, Inc. will provide demolition services to improve and upgrade the parking lot, storage portable, new play elements and enhancement of the yard for the East Oakland Pride Elementary School Improvements Project

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

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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 **June 6, 2024**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **D-LINE CONSTRUCTORS, INC.** hereinafter called the “Contractor.”

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

ARTICLE I. SCOPE OF WORK.

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

The East Oakland Pride Elementary School Site Improvements Project, 8000 Birch Street, Oakland, CA,

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044.,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item Nos. 01, listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, 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.

This Contract is subject to the District’s Project Labor Agreement. The full version of OUSD’s latest Project Labor Agreement can be found by going to the OUSD home page: <https://www.ousd.org/facilities-planning-management-department/opportunities>

ARTICLE II. CONTRACT DOCUMENTS.

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be sixty (60) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on June 6, 2024, in which case the deadline for Completion would be August 5, 2024.

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

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

Accordingly, the parties agree that \$1,500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **FOUR MILLION SIX HUNDRED NINETY-THREE THOUSAND DOLLARS NO/100 (\$4,693,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **FIVE HUNDRED THOUSAND DOLLARS NO/100 (\$500,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

ARTICLE V. CHANGES.

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

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be

mandatory upon the Contractor and on any subcontractor to pay not 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 \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 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, including a change order, 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.

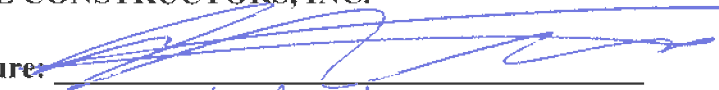
ARTICLE XIX. WRITTEN NOTICE.


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.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

The Owner requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**CONTRACTOR:
D-LINE CONSTRUCTORS, INC.**

Signature: 
Name: Josve A. Prada III Date: 05/01/24
(Chairman, Pres., or Vice-Pres. President)

Signature: 
Name: Josve A. Prada III Date: 05/01/24


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

OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin Davis, President, Board of Education

6/6/2024
Date



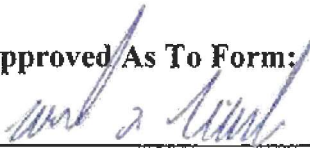
**Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education**

6/6/2024
Date



**Preston Thomas, Chief Systems & Services Officer
Facilities Planning and Management**

May 10, 2024
Date

Approved As To Form:


OUSD Facilities Legal Counsel 05/09/24
Date

944284
**CALIFORNIA CONTRACTOR'S
LICENSE NO.**

6/30/2024
LICENSE EXPIRATION DATE

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

BID COVER SHEET
DOCUMENT 00 31 00

OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601

BIDS MUST BE SEALED AND SUBMITTED TO:

FRONT DESK
955 HIGH STREET
OAKLAND, CA 94601

THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bid for: Re-Bid-East Oakland Pride Elementary School Site Improvements

Project No.: 22144

Bidder:

D-Line Constructors, Inc., 499 Embarcadero
Post 3 Box 6 Office 8, Oakland CA 94606

Please print full (Company Name, Address)
Phone (510) 251-6400
Fax (510) 251-6401

Please provide both: (Phone, Fax)

Bids are due: April 22, 2024 at 2:00 p.m.

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

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

<p><u>Four million, ninety-three thousand</u> Dollars <i>Bid Amount Without Contingency Allowance</i></p>	<p>\$ <u>4,093,000.00</u></p>
<p><u>Five Hundred Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i></p>	<p>\$ <u>500,000.00</u></p>
<p><u>Four million, five hundred ninety-three thousand</u> Dollars <i>Total Base Bid Amount</i></p>	<p>\$ <u>4,593,000.00</u></p>
<p>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</p>	

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

ALTERNATE ITEM NO. 1: Alpha (eye and cee benches)

<p>ALTERNATE ITEM NO. 1: <u>One hundred thousand</u> Dollars</p>	<p>\$ <u>100,000.00</u></p>
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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>

{SR799810}2

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 Instructions to Bidders.

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

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

Josue A. Prada, D-Line Constructors, Inc., tonyp@dlineconstructors.com
499 Embarcadero #8 Post 3 Box 6
Oakland, CA 94606

Our Public Liability and Property Damage Insurance is placed with:
National Fire Insurance, Co.

Our Workers' Compensation Insurance is placed with:
American Casualty Company

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. <u>1</u>	Date <u>4/9/24</u>	Addendum No. <u>2</u>	Date <u>4/17/24</u>
Addendum No. <u> </u>	Date <u> </u>	Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>	Addendum No. <u> </u>	Date <u> </u>

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

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form 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: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners

(SR799810)3

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. 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 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.

Name of Company as Licensed in California: D-Line Constructors, Inc.

Business Address: 499 Embarcadero Post 3 Box 6, Oakland, CA 94606

Telephone Number: (510) 251-6400

California Contractor License No.: 944284

Class and Expiration Date: A, B, C21, C27, C61/D49; 6/30/24

Public Works Contractor Registration No.: 1000007891

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

(Name)

General Partner

CORPORATION:

{SR799810}4

Evidence of authority to bind corporation is attached.

Dated: April 22, 2024



Josue Antonio Prada III (*Name*)
Pres. (Chairman, Pres., or Vice-Pres.)



Josue Antonio Prada III (*Name*)
CFO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

(SR799810)5

OAKLAND UNIFIED SCHOOL DISTRICT
RE-BID-EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

BID FORM
DOCUMENT 00 31 01

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Re-Bid - East Oakland Pride Elementary School
Site Improvements (Project Name)

PROJECT NO: 22144 BIDDER'S NAME D-Line Constructors, Inc.

DIR 10 Digit Registration No: 1000007891

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Trucking, aggregates, disposal (partial)	\$499,000.00	Sudden Sam's Trucking	Oakland, CA		1000055789
Utilities & Site Furnishings (partial)	\$185,000.00	Mosto Construction	Oakland, CA	689014	1000013302
Landscape (partial)	\$408,580.00	Marina Landscape	Lathrop, CA	492862	1000000079
Fencing (partial)	\$162,836.00	Arktos Incorporated	Castro Valley, CA	855272	1000005246
Concrete (partial)	\$464,296.00	Luminart Concrete	Pleasanton, CA	868242	1000004519
Parking Lot Striping (partial)	\$27,375.00	Striping Graphics	Cotati, CA	576756	1000006495

OAKLAND UNIFIED SCHOOL DISTRICT
 EAST OAKLAND PRIDE ELEMENTARY SCHOOL
 SITE IMPROVEMENTS
 PROJECT NO. 22144
 FEBRUARY 9, 2024

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01

[SR798843]

Playground Striping (partial)	\$284,385.00	Asphalt Impressions	Sacramento, CA	900385	1000002092

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 22, 2024, at Oakland [city], CA [state].

Signature: 

Print Name: Josue Antonio Prada III

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT
 EAST OAKLAND PRIDE ELEMENTARY SCHOOL
 SITE IMPROVEMENTS
 PROJECT NO. 22144
 FEBRUARY 9, 2024

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01

BID BOND
DOCUMENT 00 40 00

Bond Number: Bid Bond

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

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

NOW, THEREFORE,

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

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

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

{SR798944} 1

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 9th day of April, 2024, the name and corporate party being hereto affixed and these presents duly signed by its


undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

D-Line Constructors, Inc
(Principal)
499 Embarcadero Post 3, Box 6
Oakland CA 94606
(Business Address)

By: 
Josue A. Prada, President

Liberty Mutual Insurance Company
(Corporate Surety)
175 Berkeley Street, Boston, MA 02116
Business Address)

By: 
David F. Druml, Attorney-in-Fact

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

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

{SR798944}2



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. 8208315-969027

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, David F. Druml; Horace A. Nabers, III

all of the city of Foster City 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 15th day of July, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of July, 2022 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



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

By: Teresa Pastella, Notary Public

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

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested 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 9th day of April, 2024



By: Renee C. Llewellyn, Assistant Secretary

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of San Mateo)

On 4/9/2024 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: East Oakland Pride Elementary School Site Improvements

The undersigned declares:

I am the President of D-Line Constructors, Inc., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 22, 2024 at Oakland [city], CA [state].



Signature

Josue Antonio Prada III

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

NON-COLLUSION
DOCUMENT 00 40 03

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

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: East Oakland Pride Elementary School Site Improvements Project

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

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on April 22 2024, at Oakland *[city]*,
CA *[state]*.

Date: 4/22/24



Signature

Print Name: Josue Antonio Prada III

Print Title: President

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)**

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

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

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

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

{SR684074} 1

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

Dated: 4/22/24



Signature

Name: Josue Antonio Prada III

Title: President

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

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

OPTION #1 - CERTIFICATION

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

<i>Bidder Name/Financial Institution (Printed)</i> D-Line Constructors, Inc.		<i>Federal ID Number (or n/a)</i> 45-5102845
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Josue Antonio Prada III, President		
<i>Date Executed</i> 4/22/24	<i>Executed in</i> Oakland, CA	

OPTION #2 - EXEMPTION

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

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

IRAN CONTRACTING
DOCUMENT 00 40 04

Printed Name and Title of Person Signing

Date Executed

**OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024**

**IRAN CONTRACTING
DOCUMENT 00 40 04**

{SR798838}

QUESTIONNAIRE REGARDING QUALIFICATIONS AND EXPERIENCE DOCUMENT 00 21 00

1. Annual Prequal submitted included projects within the last year. The two projects which were already provided for the annual prequal include:
 - a. Demo of Building L619 and North Field Bunkers- Port of Oakland
 - b. 1004845 Sanitary Sewer Rehab (Sub-Basin 82-005)- City of Oakland
2. Additional public works projects during the last 5 years where D-Line Constructors, Inc. was a prime contractor include:

C-4016 New Science Building- Increment 1, Site Work

- a. Contra Costa Community College District (CCCD)
- b. CCCD Contact- Ben Cayabyab, 925.229.6956, bcayabyab@4cd.edu
- c. See Title
- d. Prime Competitive Bidding
- e. 02/14/19
- f. Shoring, mass excavation for new building, electrical, and misc sitework.
- g. \$1,748,000
- h. 177 Days
- i. No Claims
- j. No Lawsuits
- k. No Arbitration
- l. No Amounts withheld
- m. No Lawsuits
- n. No Arbitration
- o. No Settlement agreement
- p. \$1,973,499

Gateway Site Make Ready- Demolition Package

- a. University of California, Berkeley
- b. UCB Contact- Martha A Ramirez, 510:643.3870, memramirez@berkeley.edu
- c. See Title
- d. Prime Competitive Bidding
- e. 02/25/22
- f. Demolition and Sitework
- g. \$163,000
- h. 138 Days
- i. No Claims
- j. No Lawsuits
- k. No Arbitration
- l. No Amounts withheld

- m. No Lawsuits
- n. No Arbitration
- o. No Settlement agreement
- p. \$163,000

- 3. None
- 4. None
- 5. None
- 6. None
- 7. None

LOCAL BUSINESS ENTERPRISE PROGRAM
DOCUMENT 00 41 03

For the local business enterprise program please reference the following included documents:

- 1) Exhibit "A" Local, Small Local and Small Local Resident Business Enterprise Program
(17 pages)
- 2) Local/Small Local and Small Local Resident Business Enterprise Program
(2 pages)
*** Must be included with bid forms
- 3) Supplement "E" Supplement Questionnaire for Certification
(2 pages)
*** Must be included with bid forms

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

LOCAL BUSINESS ENTERPRISE PROGRAM
DOCUMENT 00 41 03


SCHEDULE Z
DOCUMENT 00 52 00

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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
D-Line Constructors, Inc.			
Company Name		Signature of Authorized Representative	
499 Embarcadero Post 3 Box 6 Office 8		Josue Antonio Prada III	
Address		Type or Print Name	
(510) 251-6400	4/22/24	Josue Antonio Prada III	
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: East Oakland Pride Elementary School Site Improvements

Check option that applies:

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


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

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

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

Date: 4/22/24

Proper Name of Bidder: D-Line Constructors, Inc.

Signature: 

Print Name: Josue Antonio Prada III

Title: President

END OF DOCUMENT

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

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME D-Line Constructors, Inc.	BUSINESS ADDRESS 499 Embarcadero Post 3 Box 6 Office 8 Oakland, CA 94606	TELEPHONE NUMBER (510) 251-6400
SCHOOL DISTRICT OUSD	COUNTY Alameda County	APPLICATION NO. N/A
<p>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p>NOTE: <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input checked="" type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/ suppliers for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

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

Continued on reverse side

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

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

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

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1. Luminart Concrete	\$464,300					
2.						
3.						
4.						
C. Subtotal (A & B)	\$464,300					
D. Non-DVBE	\$3,628,700					
E. Total Bid	\$4,093,000					

Contractor Information

Legal Entity Name
D-LINE CONSTRUCTORS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000007891
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
499 EMBARCADERO POST 3 BOX 6 OAKLAND 94606 C...
Physical Address
499 EMBARCADERO OFFICE 8 OAKLAND 94606 CA Uni...
Email Address
tony@dlineconstructors.com
Trade Name/DBA
License Number (s)
CSLB:944284

Registration History

Effective Date	Expiration Date
05/10/18	06/30/19
06/13/17	06/30/18
05/23/16	06/30/17
08/18/15	06/30/16
02/02/15	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: 3461567
Federal Employment Identification Number:
President Name: Josue A Prada
Vice President Name: Matt C Certa
Treasurer Name: Josue A Prada
Secretary Name: Matt C Certa
CEO Name: Josue A Prada

Agency for Service:
Agent of Service Name: Josue A Prada
Agent of Service Mailing Address: 499 Embarcadero Office 8 Oakland 94606 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name: D-LINE CONSTRUCTORS, INC.
Insurance Carrier: American Casualty Company
Policy Number: 7033773422
Inception date: 05/21/22
Expiration Date: 05/21/23

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Department of Workplace and Employment Standards

(510) 238-3970
FAX (510) 238-3363
TDD (510) 238-2007

February 14, 2024

Matt Certa
D-LINE CONSTRUCTORS, INC.
499 Embarcadero, Suite 8
OAKLAND, CA 94606

RE: Certification as a Small Business Administration Local Business Enterprise (SBALBE) with the City of Oakland's Local and Small Local Business Enterprise Program

Greetings Certa:

Congratulations! We are pleased to inform you that D-LINE CONSTRUCTORS, INC. has been certified as a Small Business Administration Local Business Enterprise (SBALBE) by the Department of Workplace and Employment Standards. The City of Oakland has established the L/SLBE Program in order to provide greater economic opportunities for its residents and businesses, to stimulate economic development, and to strengthen the Oakland economy.

This Small Business Administration Local Business Enterprise (SBALBE) certification is valid until November 30, 2024. After two years, your business is required to apply for recertification in order to remain certified with the City of Oakland provided your business continues to meet the eligibility criteria set forth in the City of Oakland's Local and Small Local Business Enterprise Program. Please review the L/SLBE Program (https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf) to ensure your business maintains compliance with the program.

D-LINE CONSTRUCTORS, INC. will be listed in the City of Oakland's Directory of Local and Small Local Business Enterprises (L/SLBE) in the specialty area (s) listed on page 2. The Directory can be accessed via the internet at <https://oaklandca.diversitycompliance.com/>.

The following table lists the North American Industry Classification System (NAICS) Code (s) and description(s) that have been assigned to your company in accordance with the service(s) your firm render(s).

NAICS; SPECIALTY DESCRIPTION

NAICS 237990: OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

If you have any questions regarding your L/SLBE certification you may email the City of Oakland at certification@oaklandca.gov or call (510) 238-3970.

Sincerely,

Certification Team

Department of Workplace and Employment Standards

E

Supplemental



Supplement Questionnaire for Certification

- E 1) To participate in the Oakland Unified School District's Local/Small Local Program, complete the common application and Supplemental C for the City of Oakland certification
- E 2) Please be advised the Oakland Unified School District (OUSD) also certifies Oakland residents who own certified small local businesses in Oakland into the OUSD Small Local Resident Business (SLRB) Program. If your firm is applying for the SLRB please submit the following:
- a. Original issued government document, driver's license or valid issued identification
 - b. Must show a valid picture ID
 - c. Three (3) addresses for verification dated within 90 days of submittal. Must reflect the business owner's CURRENT address:
 - i. One to three utility bills from different agencies, and/or i.e., PG&E, home telephone, water, garbage, or cable
 - ii. Both automobile registration and insurance, and/or
 - iii. Homeowner's/renter's insurance policy, and/or
 - iv. Property tax statement, and/or
 - v. Official letter from a social service/government agency, and/or
 - vi. Rental/Lease Agreement or Grant Deed or Title

OUSD- Laurel Child Development Center Replacement Project No. 17126

E

Supplemental



DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that any false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

D-Line Constructors, Inc.

Company Name

Josue Antonio Prada III

Name (Print)

President

Title

A handwritten signature in blue ink, appearing to read "Josue Antonio Prada III", is written over a horizontal line.

Authorized Signature

4/22/24

Date

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of D-Line Constructors, Inc., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Re-Bid-East Oakland Pride Elementary School, 8000 Birch Street, Oakland, (the "Contract")**, The Scope of work consists of Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFCI) hoops for the basketball court and multi- sport courts. Wall prep for murals as indicated on plans - Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.

Exclusions from the contract/scope -

Furnish and install of electric vehicle charging stations (EVCS), marquee, silva cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom). Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:

1) Alpha (eye and cee benches) – Engineer's estimate \$68,000

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

OAKLAND UNIFIED SCHOOL DISTRICT
RE-BID EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

BID FORM
DOCUMENT 00 31 01



Surety Contact Information
For
D-Line Constructors, Inc.

Project: East Oakland Pride Site Improvements Project, No. 22144
Surety Broker: Direct Surety, 1135 Farragut Blvd, Foster City, CA 94044
Surety Contact: Horace Nabers, 650.727.3443, hnabers@directysurety.com
Bond Number: 070222121
Bond Issuer: Liberty Mutual Surety

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 070222121
Premium: \$39,732

KNOW ALL MEN BY THESE PRESENTS that we, D-Line Constructors, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Four Million, Six Hundred Ninety-Three Thousand 00/100 Dollars (\$ 4,693,000.00) 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 May 9, 2024, for construction of

the East Oakland Pride School Site Improvements Project, located at 8000 Birch Street, Oakland, (the "Contract"). The Scope of work consists of Demolition of school yard, parking lot, and replace asphalt pavement where indicated. Replace on-site storm drain system, install new irrigation system, and provide new landscaping as indicated on the drawings. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signages for parking, traffic, passenger, and school bus loading zones with appropriate striping. Install hoops for the basketball court and multi-sport courts. Contractor to provide new fences and gates as indicated. For any striping in the parking lot refer to the Civil Drawings, and any striping in the school yard refer to the landscape drawings. Exclusions from the contract/scope - Furnish and install of Electric vehicle charging stations, marquee, silva cells systems, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom except for the scope shown on the plans) and courtyard tables.

Provide Add alternate prices for:

Alternate prices for - 1) furnishing and striping - four 4-squares, all chess or checkers, United States map, two dodgeball, two hundred squares, all line up lines: \$35,000
Alternate prices for - 2) furnish and install White board: \$5,000

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.

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.:22144

PERFORMANCE BOND
DOCUMENT 00 61 00

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 29th day of April, 2024, 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)

499 Embarcadero, Oakland CA
(Business Address)

(Affix Corporate Seal)

D-Line Constructors, Inc.
(Corporate Principal)

499 Embarcadero Office 8
Oakland, CA 94606
(Business Address)

(Affix Corporate Seal)

Liberty Mutual Insurance Company
(Corporate Surety)

175 Berkeley Street
(Business Address)

Boston, MA 02116

{SR798942}2

By: David F. Druml

David F. Druml, Attorney-in-Fact

The rate of premium on this bond is $\frac{\$14.40/\$14.40}{\$8.70/\$6.90}$ per thousand.

The total amount of premium charged is \$39,732.00

The above must be filled in by Corporate Surety.

;SR798942;3



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: 8208315-969027

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, David F. Druml; Horace A. Nabers, III

all of the city of Foster City 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 15th day of July, 2022.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of July, 2022 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8248 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Mateo)

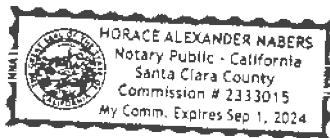
On 4/29/2024 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 070222121
Premium Included in the Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

the Bella Vista Elementary School Site Improvements Contract, at 1025 E28th Street, Oakland, The Scope of work consists of - Demolition of school yard, parking lot, and replace asphalt pavement where indicated. Replace on-site storm drain system, install new irrigation system, and provide new landscaping as indicated on the drawings. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signages for parking, traffic, passenger, and school bus loading zones with appropriate striping. Install hoops for the basketball court and multi-sport courts. Contractor to provide new fences and gates as indicated. For any striping in the parking lot refer to the Civil Drawings, and any striping in the school yard refer to the landscape drawings. Exclusions from the contract/scope - Furnish and install of Electric vehicle charging stations, marquee, silva cells systems, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom except for the scope shown on the plans) and courtyard tables.

Provide Add alternate prices for:

Alternate prices for - 1) furnishing and striping - four 4-squares, all chess or checkers, United States map, two dodgeball, two hundred squares, all line up lines: \$35,000

Alternate prices for - 2) furnish and install White board: \$5,000

which said agreement dated May 9, 2024, 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 Liberty Mutual 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 Million, Six Hundred Ninety-Three Thousand 00/100 Dollars (\$4,693,000.00)

{SR798938;1}

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 29th day of April, 2024.

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

D-Line Constructors, Inc.
Principal

By: _____

Liberty Mutual Insurance Company
Surety

175 Berkeley Street,
Boston, MA 02116

By: David F. Drumf
Attorney-in-Fact,
David F. Drumf

The above bond is accepted and approved this ____ day of _____.

{SR798938}2



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: 8208315-969027

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, David F. Druml; Horace A. Nabers, III

all of the city of Foster City 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 15th day of July, 2022.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2022 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2024



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Mateo)

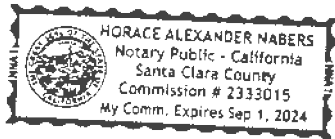
On 4/29/2024 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

ADDENDUM A: AGREEMENT TO BE BOUND

Date: April 30, 2024

Oakland Unified School District
Facilities Planning & Management
955 High Street
Oakland, CA 94621
Attention: Pamila Henderson
C: Andrea Lowe

Re: Oakland Unified School District,
Project Labor Agreement – Agreement to be Bound

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the [Project Name]. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

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

April 30, 2024

Dated

East Oakland Pride Elementary School Site Improvements # 22144

Project Name & Number


Signature of Authorized Officer

Josue Antonio Prada III - President

Authorized Officer & Title

D-Line Constructors, Inc.

Name of Contractor/Employer(s)

499 Embarcadero Post 3 Box 6 Office 8

Contractor/Employer(s) Address

944284

CSLB#

510-251-6400

Area Code Phone

510-251-4601

E-mail and/or Fax

542411

Moor Carrier (CA) Permit Number

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JUANITA HUNTER
OAKLAND USD/FACILITIES PLANNING & MGMT
955 HIGH ST
OAKLAND, CA 94601

CNS# 3796996

NOTICE TO BIDDERS DOCUMENT 00 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the bid opening for the award of a contract to construct the ("Contract"). **Project No. 22144**
Re-Bid-East Oakland Pride Elementary School Site Improvements
8000 Birch Street, Oakland, CA 94621

as per the Contract Documents, including the drawings and specifications, which may be obtained from the Printing Facility listed below. The Architect for this project is:
LCA Architects, 1970 Broadway, Ste. 800, Oakland, CA, 94612, Phone: 925-944-2705, email address: lfemando@lca-architects.com.

Project consists of:
Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFCI) hoops for the basketball court and multi sport courts. Wall prep for murals as indicated on plans. Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.
Exclusions from the contract/scope -
Furnish and install of electric vehicle charging stations (EVCS), marquee, silica cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature

plant garden, outdoor classroom).
Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:
1) Alpha (eye and cee benches)
- Engineer's estimate \$68,000

Engineer's Estimate:
\$3,700,000.00

Project Manager is Shivani More, who can be reached at: shivani.more@ousd.org or 213-275-7494.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined on the base bid and the additive and deductive items. This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6. **The prequalification deadline date is April 12th, 2024.** Prospective bidders must submit a completed prequalification questionnaire via email to: Juanita Hunter at: juanita.hunter@ousd.org. To obtain a copy of the prequalification questionnaire here is the link: <https://www.ousd.org/facilities-planning-management-department/opportunities/contract-opportunities>. All prospective bidders must currently be on the District's Certified Contractor's List.

This Contract is subject to the District's Project Labor Agreement. The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: <https://www.ousd.org/facilities-planning-management-department/opportunities/Contract/Specifications>

Documents will be available for review on or after **March 27, 2024**, at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606**. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077

Email: ebbp@eastbayblueprint.com, Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or plans can be delivered to a place of business at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**.

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:
Builder's Exchange of Alameda County Reed Construction Market Data

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS

Ad Description

RE-BID-EAST OAKLAND PRIDE SITE IMPROVEMENTS

To the right is a copy of the notice you sent to us for publication in the OAKLAND POST. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

04/03/2024

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$950.03
Total	\$950.03



* A 0 0 0 0 0 6 7 2 1 4 2 6 *

McGraw Hill Construction Data
Contra Costa Builder's Exchange
San Francisco Builder's
Exchange Marin Builder's
Exchange

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

The Contract Time shall be sixty (60) calendar days, and liquidated damages for delay shall accrue.

Bids must be sealed and filed at

Front Desk

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

on **April 22nd, 2024, before 2:00 p.m.** on the clock designated by the Owner or its representative as the bid clock at or after which time the bids will be opened and publicly read aloud. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Mandatory pre-bid **site visit** will be held on **April 4, 2024, at 10:00 a.m.**, at Front entrance of the East Oakland Pride School Site. Bidders not attending the **site visit** will be disqualified.

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

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match

other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

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

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

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

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

Advertisement (Public Contract Code §22037):
4/3/24

**CNS-3796996#
OAKLAND POST**

TRADE JOURNALS - NOTICE TO BIDDERS – RE-BID-EOP SITE IMPROVEMENTS



Juanita Hunter <juanita.hunter@ousd.org>

Wed, March
26, 10:54 AM

to Support@bidamerica.com, doug, sbe, cacgoodfaith, candspublishing, sarah, info, info, support, info

Hello Trade Journals,

The District is seeking bids from certified, experienced contractors for the above-mentioned project. I am forwarding a copy of the bid invitation for your reference and sending it to all qualified firms.

Please note a copy of the NTB will be sent in the mail as well.

*Juanita Hunter, Specialist, Facilities Contracts & Bids
Facilities Planning & Management
955 High Street, Oakland, CA 94601
P 510-535-7044, F 510-535-7040
OUSD "Education Matters"*
One attachment • Scanned by Gmail



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2024

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

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

PRODUCER Andreini & Company-San Mateo 220 W. 20th Avenue San Mateo CA 94403	CONTACT NAME: Colleen Bradley PHONE (A/C. No. Ext): 650-378-4283 E-MAIL ADDRESS: cbradley@andreini.com		FAX (A/C. No): 650-378-4361													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Casualty Company</td> <td>20427</td> </tr> <tr> <td>INSURER B : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co</td> <td>20478</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER F : Navigators Insurance Company</td> <td>42307</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Company	20427	INSURER B : Columbia Casualty Company	31127	INSURER C : National Fire Insurance Co	20478	INSURER D : Continental Casualty Company	20443	INSURER E : Continental Insurance Company	35289	INSURER F : Navigators Insurance Company
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INSURED D-Line Constructors, Inc. 499 Embarcadero Post 3 Box 6 Oakland CA 94606	DLINE-1															

COVERAGES

CERTIFICATE NUMBER: 435292411

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7033773386	5/21/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	7033773405	5/21/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7033773419	5/21/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC733773422	5/21/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution/Professional			7033773436	5/21/2023	7/1/2024	Occurrence/Agg 5,000,000
F	Excess GL			LA23EXCZ04TLDIC	5/21/2023	7/1/2024	Excess GL Occ/Agg 5,000,000
E	Builders Risk/Installation Floate			7033787739	5/21/2023	7/1/2024	Builders Risk/Install 4,500,000

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

Excess 7033773405 Underlying coverages include the General Liability, Auto Liability, Employers Liability; Excess LA23EXCZ04TLDIC Underlying coverage include General Liability.
 Certificate holder and project manager are named as additional insured with regards to the East Oakland Pride Elementary School Site Improvements Project NO. 22144.
 Oakland Unified School District is named as loss payee with respects to builders risk/installation floater. 30 days notice of cancellation applies

CERTIFICATE HOLDER**CANCELLATION**

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

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	Per Schedule on File
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
<p style="text-align: center;">ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	Per Schedule on File
Address:	

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: East Oakland Pride (Re-Bid)
Project Name: Site Improvements
Project Number: 22144

Submittal From	Prime/Sub	Proposed S/LBE Status	LBP Credit Given	Proposed L/SL/RBE Contract Amount	Proposed Contract %	Full 50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes
D-Line Construction, Inc	D-Line Construction, Inc	LBE	LBE	\$2,561,528.00	55.77%	NO	0.00%	City of Oakland - LBE Confirmed LBE Credit Given
	Sudden Sam's Trucking	SLBE	SLBE	\$499,000.00	10.86%			City of Oakland - VSLBE Confirmed SLBE Credit Given
	Mosto Construction	SLBE	SLBE	\$185,000.00	4.03%			City of Oakland - SLBE Confirmed SLBE Credit Given
					0.00%			Firm's proposed LBU exceeds 50% overall utilization, however does not meet the Full 25% (SLBE) + 25% (LBE) Requirement expressed at bid time.
					0.00%			
Total Proposed Contract Amount:				\$4,593,000.00				
Total Proposed LBU Participation:					70.66%		0.00%	SLRBE % 0.00% SLBE % 14.89% LBE % 55.77%
Base Bid (With Discount)				\$4,593,000.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.
Redgwick Construction, Inc	Redgwick Construction, Inc.	LBE	LBE	\$3,281,735.00	56.68%	NO	0.00%	City of Oakland - LBE Confirmed LBE Credit Given
	CEAU Co	SLBE	SLBE	\$670,675.00	11.58%			City of Oakland - VSLBE Confirmed SLBE Credit Given
					0.00%			Firm's proposed LBU exceeds 50% overall utilization, however does not meet the Full 25% (SLBE) + 25% (LBE) Requirement expressed at bid time.
					0.00%			
					0.00%			
Total Contract Amount:				\$5,789,950.00			0.00%	
Total Proposed LBU Participation:					68.26%		\$0.00	SLBE % 0.00% SLBE % 11.58% LBE % 56.68%
Base Bid (With Discount)				\$5,789,950.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.
McGuire & Hester	McGuire & Hester	LBE	LBE	\$6,411,000.00	100.00%	NO	0.00%	Port of Oakland - LBE Confirmed LBE Credit Given
					0.00%			Firm's proposed LBU exceeds 50% overall utilization, however does not meet the Full 25% (SLBE) + 25% (LBE) Requirement expressed at bid time.
					0.00%			
					0.00%			
					0.00%			
Total Contract Amount:				\$6,411,000.00			0.00%	
Total Proposed LBU Participation:					100.00%		\$0.00	SLBE % 0.00% SLBE % 0.00% LBE % 100.00%
Base Bid (With Discount)				\$6,411,000.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.
S&H Construction, Inc	S&H Construction, Inc	n/a	n/a		0.00%	NO	0.00%	No LBU Certification Information Provided
					0.00%			Firm's proposed LBU exceeds 50% overall utilization, however does not meet the Full 25% (SLBE) + 25% (LBE) Requirement expressed at bid time.
					0.00%			
					0.00%			
					0.00%			
Total Contract Amount:				\$4,398,600.00			0.00%	
Total Proposed LBU Participation:					0.00%		\$0.00	SLBE % 0.00% SLBE % 0.00% LBE % 0.00%
Base Bid (With Discount)				\$4,398,600.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.

LBU Justification

- LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- LBU Complete Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

N/A

Non Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

D-Line Construction, Inc
Redgwick Construction, Inc
McGuire & Hester
S&H Construction, Inc

Shane H. Gibbs
Approval - LBU Compliance Officer



Prepared by 360 Total Concept
LBU Calculations - East Oakland Pride - Site Improvements - 4.24.2024
Construction Services



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	East Oakland Pride Elementary School Site Improvements	Site	107
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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
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Contractor Information

Contractor Name	D-Line Constructors, Inc.	Agency's Contact	Tony Prada		
OUSD Vendor ID #	001325	Title	Owner		
Street Address	1180 Mt. Diablo Blvd.	City	Oakland	State	CA Zip 94606
Telephone	510-251-6400	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 #	24144				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-6-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-5-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$4,693,000.00	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

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
9655/9909	Fund 21, Measure Y	210-9655-0-9909-8500-6271-107-9180-9906-9999-22144	6271	\$4,693,000.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature	Date Approved	May 9, 2024		
2.	General Counsel, Facilities				
	Signature	Date Approved	05/09/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature	Date Approved	May 10, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			