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Enactment Date	8/22/18 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Commitment to Learning, Innovation, and Student Success

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 22, 2018

Subject Award of Bid and Agreement- CAHILL - Havenscourt CCPA Science Classrooms and Lab Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0012, Award of Bid Agreement and Construction Contract on behalf of the District to CAHILL, Oakland, CA, for the Havenscourt CCPA Science Classrooms and Lab Project, in the amount of \$2,400,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids, if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Three Hundred Sixty Five (365) days Calendar Days, commencing August 23, 2018, and ending on August 23, 2019.

Discussion Work includes conversion of existing biology classroom into a chemistry lab with (8) workstations.

LBP (Local Business Participation Percentage) 50.60%

Recommendation Approval by the Board of Education of Resolution No. 1718-0012, Award of Bid Agreement and Construction Contract on behalf of the District to CAHILL, Oakland, CA, for the Havenscourt CCPA Science Classrooms and Lab Project, in the amount of \$2,400,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids, if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Three Hundred Sixty Five (365) days Calendar Days, commencing August 23, 2018, and ending on August 23, 2019.

Fiscal Impact Fund 21, Measure J

Attachments

- Award of Bid
- Certificate of Insurance
- Payment and Performance Bonds



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

Legislative File ID No. _____
Department: Facilities Planning and Management
Vendor Name: CAHILL
Project Name: Havenscourt CCPA Science Classroom and **Project No.:** 15118
Contract Term: Intended Start: 7/3/2018 Intended End: 7/31/2019
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$2,400,000.00
Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

The project was posted for competitive bidding on March 28th 2018 and April 4th, 2018. No bids were received in either posting. The District negotiated a competitive price compared to other current projects with a vendor that meets the District's small local business policy.

Summarize the services this Vendor will be providing.

Scope of work includes conversion of existing biology classroom to a chemistry lab. The lab will have eight (8) workstations including ADA complaint student and teacher workstations, additional electrical and improved HVAC.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



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

RESOLUTION NO. 1718 - 0012

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE HAVENSCOURT CCPA SCIENCE CLASSROOMS AND LAB PROJECT**

WHEREAS, the District has heretofore requested bids, provide labor and materials to construct a 1-HR rated wall, per code, to separate the lab from the rest of the school;

WHEREAS, the bid documents provide that the lowest bid would be determined from the total bid amount, which is calculated as the base bid plus all alternates;

WHEREAS, the bid documents provide that the District has the discretion to award a contract for the base bid alone, or the base bid plus one, two and/or all of the alternates, regardless of how the lowest bid is determined;

Contractor:	Location	Bid Amount
CAHILL	Oakland, CA	\$2,400,000.00

WHEREAS, the responsive bidder has met the goals for the local business participation or a “good-faith” effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that **CAHILL** is the lowest responsive, responsible bidder;

BE IT FURTHER RESOLVED, that the District shall accept the bid from **CAHILL** for the performance of the installation of a new roof due to severe water intrusion, in the amount of **TWO MILLION FOUR HUNDERED THOUSAND NO/100 (\$2,400,000.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

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**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
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Page 2 of 2

BE IT FURTHER RESOLVED, that the President and Secretary of this Board be hereby authorized to enter into said contract, subject to form and content approval by the General Counsel, with **CAHILL** for the performance of bid work.

Passed by the following vote:

Roseann Torres, Jody London, James Harris, Nina Senn, Shanthi Gonzales, Vice

AYES: President Jumoke Hinton Hodge, President Aimee Eng

NOES: None

ABSTAINED: None

ABSENT: None

ue hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **August 22, 2018**.

Aimee Eng

Aimee Eng
President, Board of Education

Kyla Johnson-Trammell

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

2. The contractor or subcontractor may within ten (10) calendar days appeal to the District's Contract Compliance Consultant's decision to the District Board of Education which may sustain, reverse or modify the Contract Compliance Consultant's findings and sanctions imposed, or take such other action as will effectuate the purpose of this program.

An appeal by an aggrieved business under this subsection shall not stay the Contract Administrator's findings.

3. The District's Contract Compliance Consultant may require such reports, information and documentation from contractors as are reasonably necessary to determine compliance with the requirements of District Policy.
4. The District's Contract Compliance Consultant shall send a written notice via to the Facilities Planning and Management Office to advise the District's Controller that a determination of bad faith non-compliance has been made and that all payments due the contractor shall be withheld in the amount of penalty assessed as agreed to by the contractor or subcontractor and the OUSD.

1.07 COMPLAINT PROCEDURES

Any Contractor or Subcontractor who has submitted a bid for a particular project who has knowledge of or suspects a violation by another Contractor or Subcontractor and feels that their bid should be rendered non-responsive because of violations of District DVBE policy may file a Formal bid Protest by identifying in writing the violation, particular project and date of bid opening within five (5) calendar days of opening. Such written protest should be addressed as follows:

Facilities Planning & Management
Attention: Assistant Superintendent
Director of Facilities
955 High Street
Oakland, California 94601

With a copy to:

Davillier-Sloan, Inc. Jake Sloan, Contract Compliance Consultant
1630 12th Street
Oakland, California 94607

Office of the State Administrator
Secretary to the Board of Education
1050 2nd Avenue, Workspace B-237
Oakland, California 94606

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **12th** day of **July 2018**, by and between the Oakland Unified School District (“District” or “Owner”) and **CAHILL** (“Contractor”) (“Agreement”).

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

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

PROJECT: **Hevenscourt CCPA Science Classroom and Labs**

PROJECT NO.: **15118**

RESOLUTION NUMBER: **1819-0012**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within three hundred sixty-five **365** consecutive calendar days (“Contract Time”) **commencing August 23, 2018, and concluding no later than August 23, 2019**, from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the

work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: One thousand dollars and no cents (\$1,000.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **B – General Building Contractor's license**(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor a total fee not to exceed amount **TWO MILLION, FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$2,400,000.00)** paid monthly in proportion to services performed.

-
- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work

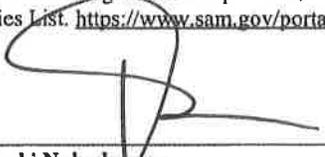
encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.

- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District 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>



Tadashi Nakadegawa
Director of Facilities Planning & Management

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

Dated: August 23, 2018

Dated: 7.13, 2018

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng

Print Name: Aimee Eng

Print Title: President, Board of Education

By: Kyla Johnson-Trammell

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: Timothy White

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management

CONTRACTOR

By: Blair Allison

Print Name: BLAIR ALLISON

Print Title: EXEC. VP

Approved as to Form:

By: Marion McWilliams 8/14/18

Print Name: Marion McWilliams

Print Title: General Counsel

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

END OF DOCUMENT



Date: February 21, 2018

Re: Cahill Contractors LLC Authorized Signatories

To whom it may concern:

The employees bearing President, Executive Vice President, and Vice President titles are hereby authorized to sign on behalf of Cahill Contractors LLC and Cahill/Focon Joint Venture.

Sincerely,

Kathryn Cahill Thompson

Kathryn Cahill Thompson
Chief Executive Officer
Cahill Contractors LLC

LLC-1

Articles of Organization of a Limited Liability Company (LLC)

This Space For Office Use Only

201515910320

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED
Secretary of State
State of California
JUN 04 2015
Handwritten initials and date

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

1 Cahill Contractors LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, Incorporated, Inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

2 The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

3 a. 425 California Street, Suite 2200 San Francisco CA 94104

Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Zip

b. Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Zip

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

4 a. Michael A. Grant

Agent's Name

b. 425 California Street, Suite 2200 San Francisco CA 94104

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Management (Check only one.)

- 5 The LLC will be managed by:
[X] One Manager
[] More Than One Manager
[] All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Handwritten signature: Kathryn Cahill Thompson
Kathryn Cahill Thompson

Organizer - Sign here

Print your name here



CCPA at Havenscourt MS Classroom Renovations - CAHILL
Local Business Participation Breakdown

TOTAL BASE \$ 2,154,342.00

Item #	Description	Firm	Bid Amount	SLBE	SLBE	LBE
02-4000	Building Demolition and Abatement	CAHILL/AMG	\$ 150,635.00	\$-	\$ 114,000.00	\$ 36,635.00
03-3100	Concrete	CAHILL	\$ 20,882.00	\$-	\$-	\$ 20,882.00
03-5400	Gypcrete		\$-	\$-	\$-	\$-
04-2100	Masonry		\$-	\$-	\$-	\$-
05-1000	Structural Steel, Metal Stairs, and Misc. Iron	CAHILL/North American Fence	\$ 48,143.00	\$-	\$ 15,862.00	\$ 19,182.00
06-1010	Rough Carpentry	CAHILL/Light Frame Construction	\$ 78,192.00	\$-	\$ 54,500.00	\$ 23,692.00
06-2000	Finish Carpentry & Lab Casework	CAHILL	\$ 92,009.00	\$-	\$-	\$ 22,539.00
07-2100	Insulation and Firestopping	CAHILL	\$ 12,707.00	\$-	\$-	\$ 4,057.00
07-5000	Roofing and Waterproofing	CAHILL	\$ 32,436.00	\$-	\$-	\$ 12,349.00
07-6000	Sheet Metal, Flashing, Louvers and Exp Jts		\$-	\$-	\$-	\$-
07-9000	Sealants and Caulking	CAHILL	\$ 4,900.00	\$-	\$-	\$ 4,900.00
08-1000	Doors, Frames and Hardware	CAHILL	\$ 15,767.00	\$-	\$-	\$ 4,666.00
08-3300	Overhead Coiling Doors		\$-	\$-	\$-	\$-
08-4000	Windows, Stofrefronts, Glazing and Skylights	CAHILL	\$ 4,095.00	\$-	\$-	\$ 4,095.00
09-2200	Metal Stud Framing, Drywall and Fireproofing	CAHILL/Hartley Construction	\$ 71,759.00	\$ 43,485.00	\$-	\$ 29,914.00
09-2400	Exterior Plaster		\$-	\$-	\$-	\$-
09-3000	Tile and Stone		\$-	\$-	\$-	\$-
09-5000	Acoustical and Wood Slat Ceilings	CAHILL	\$ 26,547.00	\$-	\$-	\$ 15,247.00
09-6400	Flooring-Carpet, Resilient, Wood	CAHILL/Royal Floors	\$ 55,683.00	\$-	\$ 42,450.00	\$ 13,233.00
09-9000	Painting	CAHILL	\$ 57,643.00	\$-	\$-	\$ 12,670.00
10-2010	Misc. Specialties and Equipment	CAHILL	\$ 21,919.00	\$-	\$-	\$ 15,422.00
10-1400	Signage	CAHILL	\$ 3,835.00	\$-	\$-	\$ 3,140.00
10-2800	Toilet, Bath Accessories, Partitions		\$-	\$-	\$-	\$-
10-8100	Pest Control		\$-	\$-	\$-	\$-
11-2400	Exterior Building Maintenance System		\$-	\$-	\$-	\$-
11-3100	Kitchen and Laundry Appliances	CAHILL	\$ 4,048.00	\$-	\$-	\$ 4,048.00
12-2000	Window Treatments		\$-	\$-	\$-	\$-
13-4200	Modular Construction		\$-	\$-	\$-	\$-
14-2000	Elevators		\$-	\$-	\$-	\$-
21-0010	Fire Sprinklers	CAHILL	\$ 49,303.00	\$-	\$-	\$ 15,503.00
22-0010	Plumbing	CAHILL/Comack Plumbing	\$ 235,743.00	\$ 196,670.00	\$-	\$ 39,073.00
23-0010	HVAC & Sheet Metal	CAHILL	\$ 219,775.00	\$-	\$-	\$ 93,674.00
26-0010	Electrical, Telephone and Data	CAHILL/Tulum Systems	\$ 241,879.00	\$-	\$ 155,110.00	\$ 86,769.00
26-3000	Solar Panels - PV and Solar Hot Water		\$-	\$-	\$-	\$-
31-0010	Earthwork, Site Clearing, AC Paving		\$-	\$-	\$-	\$-
31-4100	Shoring, Underpinning and Soil Grouting		\$-	\$-	\$-	\$-
	Driller Piers, Caissons, Tie Downs and Piles		\$-	\$-	\$-	\$-
31-6000	Asphalt Paving and Striping (in Earthwork)	CAHILL	\$ 11,343.00	\$-	\$-	\$ 6,843.00



CCPA at Havenscourt MS Classroom Renovations - CAHILL
Local Business Participation Breakdown

Item #	Description	Firm	Bid Amount	SLBE	SLBE	LBE
32-1600	Site Concrete	CAHILL/Empire Engineering	\$ 53,576.00	\$ -	\$ -	\$ 53,576.00
32-8000	Landscape, Irrigation, Site Furnishings	CAHILL	\$ 10,202.00	\$ -	\$ -	\$ 10,202.00
33-0010	Site Utilities	CAHILL	\$ 46,443.00	\$ -	\$ -	\$ 46,443.00
01-5416	Personal Hoist		\$ -	\$ -	\$ -	\$ -
01-5430	Crane Service		\$ -	\$ -	\$ -	\$ -
01-5450	Scaffold		\$ -	\$ -	\$ -	\$ -
01-5640	Site Security	CAHILL/ABC Security	\$ 54,013.00	\$ -	\$ 53,215.00	\$ 798.00
01-7423	Final Cleaning	CAHILL	\$ 16,126.00	\$ -	\$ -	\$ 13,386.00
TOTAL			\$ 1,639,603.00	\$ 240,155.00	\$ 435,137.00	\$ 575,300.00
TOTAL LBU PARTICIPATION FOR SUBCONTRACTORS			58.05%	11.15%	20.20%	26.70%

◆ This amount reflects LBU for all local subcontracting work on this LLB project excluding GC Direct Cost (i.e. Developer Fees, B & I) (excluding JV Direct Cost)

GC Direct Cost		GC Direct Cost	SLBE	LBE
General Conditions	CAHILL	\$ 292,660.00	\$ -	\$ 292,660.00
Oakland City Tax (0.18%)	CAHILL	\$ 3,478.00	\$ -	\$ 3,478.00
Builder's Risk Insurance	CAHILL	\$ 19,357.00	\$ -	\$ 19,357.00
Liability Insurance (1.40%)	CAHILL	\$ 27,371.00	\$ -	\$ 27,371.00
Contractor's Fee (8.0%)	CAHILL	\$ 158,598.00	\$ -	\$ 158,598.00
G.C. Bond (0.62%)	CAHILL	\$ 13,275.00	\$ -	\$ 13,275.00
TOTAL		\$ 514,739.00	\$ 0.00%	\$ 514,739.00
TOTAL LBU PARTICIPATION		23.89%	0.00%	23.89%

◇ This amount reflects total LBU for LLB including JV Direct Cost (i.e. Developer Fees, B & I) totaling \$5,925,780 (including Direct Cost)

GRAND TOTAL	\$ 2,154,342.00	\$ 240,155.00	\$ 435,137.00	\$ 1,090,039.00
TOTAL LBU PARTICIPATION	81.94%	11.15%	20.20%	50.60%

(including JV Direct Job Cost)



CAHILL

OUSD Coliseum College Prep Classroom Renovation

GMP Estimate

Owner: Oakland Unified School District
Architect: LCA Architects
Start Date: Q3 2018
Duration: approximately 5 Months

7/5/18
 Revision #1

Line Item Description	Addendum #1			Subcontractor
	GMP 7/5/18	LBE	SLBE	
02-4000 Building Demolition and Abatement	\$150,635	\$36,635	\$114K	AMG (SLBE cert in process)
03-3100 Concrete	\$20,882	\$20,882	\$0	Cahill
03-5400 Gypcrete	\$0	\$0	\$0	No Scope.
04-2100 Masonry	\$0	\$0	\$0	No Scope.
05-1000 Structural Steel, Metal Stairs, and Misc. Iron	\$48,143	\$19,182	\$15,862	North American Fence
06-1010 Rough Carpentry	\$78,192	\$23,692	\$54,500	Light Frame
06-2000 Finish Carpentry & Lab Casework	\$92,009	\$22,539	\$0	Lab By Design
07-2100 Insulation and Firestopping	\$12,707	\$4,057	\$0	PCI
07-5000 Roofing and Waterproofing	\$32,436	\$12,349	\$0	Waterproofing Assoc.
07-6000 Sheet Metal, Flashing, Louvers and Exp Jts	\$0	\$0	\$0	Included in 23-0010
07-9000 Sealants and Caulking	\$4,900	\$4,900	\$0	Cahill
08-1000 Doors, Frames and Hardware	\$15,767	\$4,666	\$0	BK Mill
08-3300 Overhead Coiling Doors	\$0	\$0	\$0	No Scope.
08-4000 Windows, Storefronts, Glazing and Skylights	\$4,095	\$4,095	\$0	Cahill
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$71,759	\$29,914	\$43,485	Hartley
09-2400 Exterior Plaster	\$0	\$0	\$0	Included in 09-2200
09-3000 Tile and Stone	\$0	\$0	\$0	No Scope.
09-5000 Acoustical and Wood Slat Ceilings	\$26,547	\$15,247	\$0	Arrow Acoustics
09-6400 Flooring - Carpet, Resilient, Wood	\$55,683	\$13,233	\$42,450	Royal Floors
09-9000 Painting	\$57,643	\$12,670	\$0	Valdez
10-0010 Misc. Specialties and Equipment	\$21,919	\$15,422	\$0	Service Metal, Keane
10-1400 Signage	\$3,835	\$3,140	\$0	Garnet
10-2800 Toilet, Bath Accessories, Partitions	\$0	\$0	\$0	Included in 10-2800
10-8100 Pest Control	\$0	\$0	\$0	No Scope.
11-2400 Exterior Building Maintenance System	\$0	\$0	\$0	No Scope.
11-3100 Kitchen and Laundry Appliances	\$4,048	\$4,048	\$0	Cahill
12-2000 Window Treatments	\$0	\$0	\$0	No Scope.
13-4200 Modular Construction	\$0	\$0	\$0	No Scope.
14-2000 Elevators	\$0	\$0	\$0	No Scope.
21-0010 Fire Sprinklers	\$49,303	\$15,503	\$0	RCM
22-0010 Plumbing	\$235,743	\$39,073	\$196,670	Comack
23-0010 HVAC & Sheet Metal	\$219,775	\$93,674	\$0	Marina Mechanical
26-0010 Electrical, Telephone and Data	\$241,879	\$86,769	\$155,110	Tulum Electric
26-3000 Solar Panels - PV and Solar Hot Water	\$0	\$0	\$0	No Scope.
31-0010 Earthwork, Site Clearing, AC Paving	\$0	\$0	\$0	No Scope.
31-4100 Shoring, Underpinning and Soil Grouting	\$0	\$0	\$0	No Scope.
31-6000 Drilled Piers, Caissons, Tie Downs and Piles	\$0	\$0	\$0	No Scope.
32-1000 Asphalt Paving and Striping (In Earthwork)	\$11,343	\$6,843	\$0	Striping Graphics

Line Item Description		GMP 6/22/18	LBE	SLBE	Subcontractor
32-1600	Site Concrete	\$53,576	\$53,576	\$0	Empire Engineering
32-8000	Landscape, Irrigation and Site Furnishings	\$10,202	\$10,202	\$0	Allowance
33-0010	Site Utilities	\$46,443	\$8,805	\$0	J. Flores
01-5416	Personnel Hoist	\$0	\$0	\$0	No Scope.
01-5430	Crane Service	\$0	\$0	\$0	No Scope.
01-5450	Scaffold	\$0	\$0	\$0	No Scope.
01-5640	Site Security	\$54,013	\$798	\$53,215	ABC Security
01-7423	Final Cleaning	\$16,126	\$13,386	\$0	Capital Bldg Maintenance
SUBTOTAL		\$1,639,603	\$575,300	\$561,292	
General Conditions		\$292,660	\$292,660		
Oakland City Tax 0.18%		\$3,478	\$3,478		
Builder's Risk Insurance		\$19,357	\$19,357		
Liability Insurance 1.40%		\$27,371	\$27,371		
Contractor's Fee 8.00%		\$158,598	\$158,598		
G.C. Bond 0.62%		\$13,275	\$13,275		
SUBTOTAL		\$2,154,342	\$1,090,039	\$561,292	
Escalation 0.00%		\$0			
Developer Contingency 2.00%		\$43,087			
Overtime / Property Watch / Shift 1.00%		\$21,974			
District Allowance 5.00%		\$110,970			
GRAND TOTAL		\$2,330,373			
LBU TRACKING			LBE	SLBE	
Hard Costs Only			35%	34%	TOTAL: 69%
G.C.s, Tax, Insurance, Fee, Bond			51%	26%	TOTAL: 77%



Client: Oakland Unified School District
Date: 7/5/2018

Schedule 5 months
Jul-18
Nov-18

Start
Finish

OUSD Coliseum College Prep Classroom Renovation
Fee and General Conditions Form

CAHILL / FOCON JOINT VENTURE

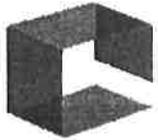
General Conditions - Provide MONTHLY costs for each applicable item described below which are general conditions or indicate which other category the item falls under. Attach clarifications as required.

Item	Quantity	Unit	\$/Unit	Incl. in General Conditions	Incl. in G.C.'s Fee	Incl. in General Requirements	In Sub-contr's Scope	Excluded	Notes
Cahill VP - project oversight									
Foccon Principal - project oversight									
Cahill Senior Project Manager	6	month	\$5,250.00	\$31,500					30 hr / month full time
Project Manager - Cahill	5	month	\$23,382.00	\$116,910					
Assistant Project Manager - Cahill									
Project Engineer - Cahill									1 month / start of project
Accounting admin (project based) - Cahill	5	month	\$2,500.00	\$12,500					20 hr / month full time
Scheduling									
Superintendent - Cahill	5	month	\$22,000.00	\$110,000					to be included as a direct cost
Assistant Superintendent - Cahill									
General Labor/Mat'l Handling									
Transportation/Parking	5	month	\$250.00	\$1,250					subs carry their own costs
Telephones/FAS/Messenger	5	month	\$200.00	\$1,000					in the finish trades
Temporary Heat									in electrical
Temporary Power and Light									in the trades
Construction Lifts									in plumbing & earthwork
Temporary Water									
Field Office/Trailer	5	month	\$800.00	\$4,000					Project site office
DSA Trailer	5	month	\$800.00	\$4,000					DSA trailer
Safety and First Aid	5	month	\$1,000.00	\$5,000					does not include safety training
Temporary Fire Protection	5	is	\$1,500.00	\$1,500					only basic FE's; temp fire water will be under trade costs
Scaffolding and Ladders									scaffolding is a separate bid trade
Debris Disposal									debris boxes will also be in trade costs
Expendable Tools									in the trades
Equipment Rental									in the trades
Liability Insurance									
Progressive Cleanup									
Final Cleanup									separate bid trade line item
Protection of Existing Construction									in the trades
Weather Protection									in the trades
Layout and Surveying									in the trades
Traffic Control									in the trades
Fences and Barricades	250	lf	\$15.00	\$3,750					
Temporary Toilets	5	months	\$250.00	\$1,250					
Misc. Expenses									
Punch list monitoring									in the trades
Site Security									bid item
BIM coordination									in the MEPS trades



OUSD Coliseum College Prep Academy
GMP Bid
Owner Allowances
June 14, 2018

Line	Description	Allowance \$	Comments
02-4000	Misc. Demo / Abatement	\$6,000	
21-0010	Fire Hose Connection / Cabinet	\$5,500	
26-0010	Intrusion Alarm Upgrades and Repair	\$5,000	
26-0010	WAPs / Tel Data	\$10,000	
32-8000	Landscaping	\$7,500	
SUBTOTAL OF LINE ITEM ALLOWANCES		\$34,000	
	Overtime / Hold Allowance	\$21,974	1%
	District Allowance	\$110,970	5%
TOTAL		\$166,944	



CAHILL

#494 – OUSD Coliseum College Prep Science Classroom

Qualifications, Assumptions & Exclusions

June 14, 2018

R1 – July 5, 2018

GENERAL / DIVISION 1 QUALIFICATIONS

1. GMP is based on scope of work as defined in the Coliseum College Prep Academy Science Classroom Renovation drawings and specifications prepared by LCA Architects, dated 05/12/2016 and Addendum #1 Bid Set drawings and specifications dated 12/7/2016. GMP pricing is based off the VE / Addendum #1 drawing set.

Status:

2. Our GMP is based on a 5-month construction schedule with a start date of July 11, 2018. If the project is delayed more than 30 days beyond this date, there is the potential for added escalation costs from subcontractors.

Status:

3. GMP is based on performing our work during normal business hours. We have included an allowance for overtime or shift work if directed by the District or required in occupied areas. We anticipate needing to work some trades during a night shift at a premium (i.e. fire sprinkler sub, electrical sub).

Status:

4. We do not include permit fees, testing, special inspection fees, utility connection fees, and engineering. Note fire water connection is on site.

Status:

5. We do not include any potential costs or allowances due to changes resulting from plan check / permit review comments. We understand that the project is already DSA approved.

Status:

6. GMP is based upon the current tax rates such as sales tax in Oakland. It does not include any allowances for potential increases or new and additional taxes and fees due to the state or local government changes.

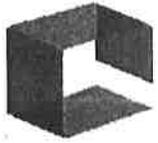
Status:

7. We assume use of existing (water, electrical, etc.) during construction at no cost to Cahill.

Status:

8. With respect to substitutions we reserve the right to propose substitutions at any time during the course of construction where it makes sense to do so for schedule or cost reasons. All substitutions will be made on an "or equal" or better basis & will be approved by the District's representative. We intend to request substitutions throughout the project where it is to the cost or schedule benefit of the District or where an item has been discontinued.

Status:



CAHILL

9. We assume one (1) security guard will be required to be present during all non-working hours (3:30PM – 7AM) on weekdays and (12AM - 12AM) on weekends for the duration of construction.

Status:

02-4000 – DEMOLITION AND ABATEMENT

10. We include a \$6,000 District Allowance for miscellaneous unforeseen abatement in adjacent rooms where new work occurs.

Status:

11. We include ACM abatement of skim coat and joint compound at all four walls of Classroom 108 as shown on sheet AD1.2, per the clarified HazMat report.

Status:

12. We assume the sink in Classroom 109 that is to be removed and reinstalled to be non ACM, as it is not included in the HazMat report.

Status:

13. We include stormwater BMP's, but exclude all costs and fees associated with implementing, maintaining, and supervising a Storm Water Pollution Prevention Plan (SWPPP), as we believe it is not required.

Status:

03-3100 – STRUCTURAL CONCRETE

14. We include 4" concrete slab with 12" long #4 dowels at 12" o.c. with minimum 4" embedment per Keynote #3 on sheet AD1.2 where existing concrete is sawcut for new underslab utilities.

Status:

15. We exclude the formed concrete trench as shown in 4/P3.0, as we assume Trenchduct will be cast-in-place for underground MEP drops from Corridor wall to the end of Teacher Demonstration Table at Gridline F1.

Status:

16. We include a \$5,000 District Allowance for concrete patching at unforeseen / abandoned underslab MEP.

Status:

05-1000 – STRUCTURAL STEEL, METAL STAIRS, AND MISC. IRON None.

06-1000 – ROUGH CARPENTRY

17. We include a \$7,000 District Allowance to replace existing Corridor plywood sheathing and associated fasteners along Gridline E.

MASTER BUILDERS SINCE 1911



Status:

06-2000 – FINISH CARPENTRY

18. Cabinets marked as "equal widths" will be provided at standard widths for laboratory casework.

Status:

19. The tall cabinets shown to be 86" tall will be provided at 84" tall, which is standard.

Status:

20. The base cabinets will be 22-1/2" deep, which is the standard depth provided. Any difference in island depth will be made up for with fillers.

Status:

07-2100 – INSULATION AND FIRE STOPPING

None.

07-5000 – ROOFING AND WATERPROOFING

21. Given that this scope is for patch & repair work, we do not include a 30-year manufacturer's warranty for Spec Sections 075200 Modified Bituminous Membrane Roofing nor for Spec Section 073110 Asphalt Shingles.

Status:

07-9000 – SEALANTS AND CAULKING

None.

08-1000 – DOORS, FRAMES, AND HARDWARE

None.

08-3300 – OVERHEAD COILING DOORS

None.

08-4000 – GLAZING

None.

09-2200 – DRYWALL

None.

09-2400 – PLASTER

None.

09-3000 – TILE AND STONE

None.

09-5000 – ACOUSTICAL AND WOOD SLAT CEILING

22. We include new glue on ceiling tiles at Classroom 106 at \$11,300 and \$10,000 for gyp substrate. ~~We include a new t-bar ceiling in Classroom 106 however it was noted that the light fixtures are to remain in place. We believe it is the design intent to leave existing ceiling to remain. If the scope is removed we can offer a \$14,500 credit.~~



Status:

09-6400 – FLOORING – CARPENT, RESILIENT, WOOD

23. The Koster moisture mitigation system will be installed at Classroom 6 (Room 108), Storage Room 107, and Storage Room 110 only. The Koster system will not be installed at locations where flooring is being patched.

Status:

24. We include a 2-year installer warranty for the sheet linoleum flooring and rubber wall base.

Status:

09-9000 – PAINTING

None.

10-0010 – MISCELLANEOUS SPECIALTIES AND EQUIPMENT

25. Information regarding the toilet partition material was not provided. We include Accurate Partitions Corp. Stainless Steel, Ceiling Hung, which may not match the existing.

Status:

10-1400 – SIGNAGE

None.

10-2800 – TOILET AND BATH ACCESSORIES

None. No scope.

10-8100 – PEST CONTROL, PIGEON, BED BUGS

None. No scope.

11-2400 – EXTERIOR BUILDING MAINTENANCE

None. No scope.

11-3100 – EQUIPMENT AND APPLIANCES

None.

12-3553 – EPOXY RESIN COUNTERTOP

26. We do not include *integral* back splashes at epoxy resin counter tops. Material comes with a separate backsplash.

Status:

27. We include countertops in black finish only.

Status:

14-2000 – ELEVATORS

None.

21-0010 – FIRE SPRINKLERS

None.



22-10 – PLUMBING

28. We exclude P-1 Hot Water Recirculation Pump and aquastat as we believe this is no longer required with the removal of the water heater scope in Addendum #1.

23-0010 – HVAC

None.

26-0010 – ELECTRICAL AND LOW VOLTAGE

29. We include a \$10,000 owner allowance for WAPs and or IT upgrades as design calls for rough in only.

Status:

30. We include a \$5,000 owner allowance for Intrusion Alarm upgrades and/or repair.

Status:

31. We do not include steel wire mold at new outlets and data ports.

Status:

32. We do not include low voltage / telecommunications scope per the 1.29.2018 OUSD Data and Communication standards. We do not include any new devices at the intrusion alarm system. We include CAT6 at new data outlets. We include removal and reinstall of the existing clock speaker. We include removal and reinstall of existing intrusion alarm devices.

Status:

32-1000 – ASPHALT PAVING AND STRIPING

33. We include a \$2,500 District Allowance for repainting of any existing pavement markings not shown on the contract documents.

Status:

32-1600 – SITE CONCRETE

34. We include integral color concrete for the accessible ramp and curb to match adjacent existing concrete. Fire riser concrete pad, Building A concrete border at acid tank, and pedestrian walkway concrete slab are assumed to be natural color with broom finish.

Status:

32-8000 – LANDSCAPE, IRRIGATION AND SITE FURNISHINGS

35. We include a \$7,500 District Allowance for modifying or replacing existing landscaping and irrigation impacted by new work at the fire riser and concrete ramp.

Status:

01-5450 – SCAFFOLD

None.

End of Qualifications, Assumptions & Exclusions

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: Coliseum College Prep Academy at Havenscourt Science Classroom and Labs

PROJECT NO: 15118

Check whichever option 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 Nick Misakian (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 relieves and releases the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s) 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: 7/17/18

Proper Name of Bidder: Cahill Contractors LLC

Signature:  X

Print Name: Blair Allison

Title: Exec. Vice President

END OF DOCUMENT

DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Exec. Vice President [PRINT YOUR TITLE]

of Cahill Contractors LLC [PRINT FIRM NAME]

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 7/17/18

Proper Name of Bidder: Cahill Contractors LLC

City, State: Oakland, CA

Signature: X 

Print Name: Blair Allison

Title: Exec. Vice President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Coliseum College Prep Academy at Havenscourt
Science Classroom and Labs
Project No. 15118

NONCOLLUSION AFFIDAVIT
DOCUMENT 00,45 19-1

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: 15118 between Oakland Unified School District (the "District" or the "Owner") and Cahill Contractors LLC (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

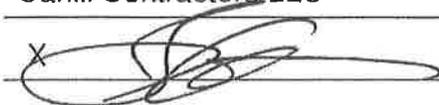
Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).
OR
2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.
OR
3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 7/17/18

Proper Name of Contractor: Cahill Contractors LLC

Signature: 

Print Name: Blair Allison

Title: Exec. Vice President

END OF DOCUMENT

DVBE PARTICIPATION REPORT

Contractor Name: Cahill Contractors LLC Date: 7/17/18

Project Name: CCPA at Havenscourt Project Number: 15118

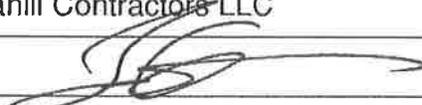
DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
NONE		
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO X

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: 7/17/18
 Proper Name of Contractor: Cahill Contractors LLC
 Signature: X 
 Print Name: Blair Allison
 Title: Exec. Vice President

END OF DOCUMENT

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION POLICY

OAKLAND UNIFIED SCHOOL DISTRICT
DISABLED VETERAN'S BUSINESS ENTERPRISE REGULATIONS AND LOCAL HIRING REQUIREMENTS

For Construction Contracts

PART I. GENERAL

1.01 PURPOSE

- A. To be eligible for an award of a construction contract, each bidder must agree to comply with the following local hiring and Disabled Veterans Business Enterprise (DVBE) requirements authorized by the Oakland Unified School District (District). The following information is only a summary of the requirements and the Contractor is responsible for and must comply with all the details contained in the District Policy.
- B. The District's policy is incorporated by reference as though fully set forth herein and provides that the failure of any bidder or contractor to comply in good faith with these requirements shall be deemed in material breach of contract. Copies of District's Local Hiring and DVBE Policy are available upon request at the Oakland Unified School District, Facilities Planning and Construction, 955 High Street, Oakland, CA, 94601.

The goals are as follows:

Disabled Veteran, 3%; Local Hiring, 50% of hours worked on a craft by craft basis; 100% of the apprenticeship hours, as set forth in Article VI of the Project Labor Agreement ("PLA") adopted by the District. The Prime Contractor's compliance with the Local Hiring and PLA Social Justice requirements shall be monitored by PLA administrator and compliance with the District's DVBE requirements shall be monitored by the District's Labor Compliance consultant or officer.

- C. Questions regarding Rules and Regulations and the accompanying forms for Construction Contract should be directed to: OAKLAND UNIFIED SCHOOL DISTRICT C/O Juanita Hunter @ 510-535-7044. Written responses should be addressed to 955 High Street, Oakland, CA 94601.
- D. Disabled Veteran Business Enterprise website: <http://www.pd.dgs.ca.gov/smbus>

1.02 SUBMISSION OF FORMS

Forms that must be submitted with the bid for projects of more than \$15,000. These forms must be submitted by all prime contractors as specified in the Invitation for Bid. The Invitation for Bid will specify the DVBE and local hiring goals for each bid. Bids will not be opened until the submittal deadline of the DVBE forms. The Oakland Unified School District reserves the right to request information regarding the racial and ethnic composition of a contractor's work force for information and record keeping purposes only.

A. OUSD Form 1: Prime Contractor Method of Compliance

This form must be completed by Prime Contractor detailing how he/she will comply with the District's requirement of DVBE called for in the Invitation for Bid or meet the Good Faith Effort requirements; otherwise his/her bid will be deemed non-responsive. The Prime Contractor may meet the District's requirements with a combination either way of Good Faith Effort and DVBE subcontractor participation. For example, either the DVBE requirements may be met by actual participation and the other met with

Good Faith Efforts. The final determination of compliance will be based on the contract amount taking into account the District's acceptance or rejection of any alternates.

B. OUSD Form 2: Certification

This form is to be completed by subcontractors and submitted to the Prime Contractor and used as backup to the Prime Contractors Method of Compliance form.

C. OUSD Form 3 (Part A & B): Prime Contractor Good Faith Effort

All Good Faith documentation must be submitted within twenty-four (24) hours of the deadline for bid submittal. Bids not meeting the following requirements shall be deemed non-responsive. In addition, any bid or proposal that fails to meet the specified DVBE participation goals will be considered non-responsive *unless compelling documentation is submitted with OUSD Form 3 setting forth why the goal cannot be met.*

1. The Prime Construction Contractor shall demonstrate in their bids that they have used good faith efforts to utilize certified DVBE subcontractors. They must identify the particular DVBE subcontractors to be utilized in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed and such information as may reasonably be required to determine the responsiveness of the bid.
2. The Prime Contractor shall complete Form 3 if compliance with all or part of the District's subcontractor participation requirements are met through Good Faith Efforts. The Prime Construction Contractor must comply with all the requirements of the Good Faith Worksheet and District policy.
3. The Prime Contractor must contact any Certified DVBE subcontractors specified by the District in the bid specifications. The Prime Contractor must document that it has contacted the list of DVBE subcontractors provided in the bid specifications, not less than ten (10) calendar days prior to the opening of bids unless otherwise specified.
4. The Prime Contractor must divide and identify the contract work they are interested in subcontracting into economically feasible units to facilitate DVBE participation in the contract and demonstrate how these units have been determined. (Prime Contractor may not use more than one (1) subcontractor for a particular type of work, for example electrical).
5. The Prime Contractor must provide documentation of follow-up to the subcontractor of their desire to submit sub bids. The Prime Contractor must comply and provide documentation of compliance with the advertisement requirements needed to meet the Good Faith Efforts.
6. "Good Faith Efforts" when required of a Prime Contractor shall mean the steps undertaken to comply with the goals and requirements imposed by the District for participation in DVBE as subcontractors, and shall include the following:
 - a. Attending any pre-bid meetings scheduled by the District to inform all bidders of the DVBE program requirements for the project for which the contract will be awarded and submitting documentation of attendance.
 - b. Identifying and selecting specific items of the project for which the contract will be awarded and performed by disabled veteran subcontractors providing an opportunity for participation by those subcontractors.
 - c. Advertising, not less than ten (10) calendar days (unless otherwise approved) before the date the bids are opened, in one (1) or more daily or weekly newspapers, trade association publications, veterans or trade oriented publications, trade journals, or other media, specified by the District for business enterprises that are interested in participating in the

project. This paragraph applies only if the District gave public notice of the project not less than fifteen (15) calendar days prior to the date on which the bids are opened.

- d. Providing written notice of his/her interest in bidding on the contract to the number of disabled veteran business subcontractors required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The District shall make available to the bidder not less than fifteen (15) calendar days prior to the date the bids are opened a list or a source of lists of enterprises, which are certified as minority, or women business enterprises.
- e. Following up initial solicitations of interest by contacting the DVBE subcontractors to determine with certainty whether the subcontractors were interested in performing specific items on that project.
- f. Providing interested DVBE subcontractors with information about the plans, specifications and requirements for the selected subcontracting or material supply work.
- g. Negotiating in good faith with the disabled veteran business enterprises, and not unjustifiably rejecting as unsatisfactory bids prepared by any DVBE, as determined by the District, and provide documentation of such steps.
- h. Where applicable, advising and making efforts to assist interested DVBE in obtaining bonds, lines of credit or insurance required by contractor.
- i. Making efforts to obtain DVBE participation that OUSD could reasonably expect would produce a level of participation sufficient to meet OUSD goals and requirements.

1.03 SUBSTITUTION, REMOVAL OR CONTRACT MODIFICATION OF DVBE

No DVBE subcontractor, supplier, trucker or other business listed on the District Form 2 (DVBE Subcontractor Participation) is to be substituted, removed from the contract or have its contract modified in any way without prior District approval per Public Contract Code 4107 and 4110.

1.04 PRIME CONTRACTOR CONTRACT REQUIREMENTS

Whenever contract supplements, amendments or change orders which require District approval are necessary, the contractor shall be required to comply with those participation goals which applied to the original contract with respect to the supplement, amendment or change order.

Prime Contractors shall include in any subcontract with DVBE a provision, which provides such DVBE Subcontractor a remedy for the Prime Contractor's non-compliance with his or her commitment to utilize DVBE Subcontractors. This contractual provision shall include an agreement by the Prime Contractor to compensate any DVBE Subcontractor if the Prime Contractor does not fulfill its commitment to utilize the DVBE Subcontractor. This contractual provision shall also state that it is enforceable in a court of competent jurisdiction.

Suggested language for the agreement between the Prime Contractor and the Subcontractor is as follows:

"Prime Contractor shall fulfill its commitment to utilize and compensate DVBE Subcontractor to the full extent agreed to by Prime Contractor. In the event DVBE Subcontractor is not so utilized, Prime Contractor shall nonetheless compensate the Subcontractor if the Prime Contractor does not fulfill its commitment to utilize the DVBE subcontractor. This provision shall be enforceable in court of competent jurisdiction."

1.05 DVBE QUALIFICATION REQUIREMENTS

Unless otherwise determined, only DVBEs certified with the City of Oakland, the Port of Oakland, CalTrans or the Regional Transit Agency are eligible for participation in Oakland Unified School District DVBE affirmative action requirements as follows:

- A. If the selected bidder and/or subcontractors are already listed in the above stated agencies' DVBE directories of certified firms, the District's Contract Compliance Consultant will proceed in evaluation of the bid or proposal for award of contract.
- B. If the selected bidder and/or subcontractor has submitted application for certification with bid or proposal, the District's Contract Compliance Consultant will review the Application for certification review. The Contract Compliance Consultant will conduct a DVBE certification review of the non-certified bidders and subcontractors and will inform the District of which bidders or subcontractors are eligible. If time for the work is of the essence and approval is delayed for an unreasonable amount of time due to forms not being complete or delays by the District's Contract Compliance Consultant, the selected bid for the specific project may be rendered non-responsive and awarded to another bidder.

1.06 NON COMPLIANCE AND SANCTIONS

A. Noncompliance with District Policy

A complaint of discrimination or noncompliance concerning DVBE participation initiated by any party after contract award will be processed in accordance with District Policy.

- 1. If the District Contract Compliance Consultant determines that there is cause to believe that a Contractor has failed to comply with any of these requirements, the District's Contract Compliance Consultant shall attempt to resolve the noncompliance through conciliation.
- 2. If the noncompliance cannot be resolved, the District's Contract Compliance Consultant shall submit to the Contractor and the District Board of Education a written Finding of Non-compliance. The contractor shall be given ten (10) calendar days to appeal the Finding to the Board of Education otherwise the finding is final.

B. Willful or Bad Faith Noncompliance

- 1. If the District's Contract Compliance Consultant determines that there is cause to believe that any construction-related professional service provider, contractor or subcontractor has failed to comply in good faith with any of these requirements of District Policy, or contract provisions pertaining to DVBE utilization, the District's Contract Compliance Consultant is empowered to conduct an investigation and after affording the contractor notice and an opportunity to be heard, may impose sanctions for each violation. Such sanctions shall include but are not limited to:
 - a. If the Contractor is a DVBE, delete from OUSD list of DVBE certified entities and advise identified agencies of our actions.
 - b. Declare the Contractor non-responsive and ineligible to receive the award.
 - c. Declare the Contractor an irresponsible bidder and disqualify the contractor from eligibility for providing goods or services to the District for a period of five (5) years, with a right to review and reconsideration by the District after two (2) years upon showing of corrective action indicating violations are not likely to recur.
 - d. Determine that the Contractor has willfully failed to comply with the provisions of District Policy and impose as liquidated damages whichever is the greatest of:
 - 1) An amount equal to the Contractor's net profit on the contract.
 - 2) Ten percent (10%) to the total amount of the contract.
 - 3) One thousand dollars (\$1,000.00).

f

D. Prime Contractor	\$ 1,309,214	
E. Total Bid	\$ 2,400,000	

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above DVBE subcontractors and subcontractor's amounts as reflected in the bid documents for this project.

X  / Blair Allison / Exec Vice President / 7/19/18 / Date

Owner/Authorized Representative (Signature) (Print)

Title

Date

OUSD FORM 1

	BASE BID/PROPOSAL					ALTERNATE #1					ALTERNATE #2				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier, Location	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
11.															
12.															
13.															
14.															
15.															
16.															
17.															
18.															
19.															
20.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

	ALTERNATE #3					ALTERNATE #4					ALTERNATE #5				
	AA	A	H	NA		AA	A	H	NA		AA	A	H	NA	
A. Subcontractor or Supplier	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
B. Subtotal															
C. Other Subcontractor/Supplier															
D. Prime Contractor															
E. Total Bid															

ETHNICITY CODES: AA = AFRICAN AMERICAN
A = ASIAN

H = HISPANIC
NA = NATIVE AMERICAN

W = WOMAN

OUSD FORM 2

SUBCONTRACTOR CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by DVBE Subcontractor/Supplier or Subordinate Subcontractor/Suppliers. DVBE information is collected for record keeping and Informational purposes only.

PART I - IDENTIFICATION INFORMATION (check one)

Subcontractor/Supplier -
A firm directly employed
by a prime contractor.

Subordinate Subcontractor/Supplier
A firm employed by subcontractor/supplier

PRIME SUBCONTRACTOR NAME: Cahill Contractors LLC

NAME OF FIRM: Cahill Contractors LLC BUSINESS ADDRESS: 1111 Broadway, Suite 1340

CITY, STATE, ZIP: Oakland, CA 94607 TELEPHONE NUMBER: 510-250-8500

DISTRICT PROJECT NAME: OUSD Coliseum College Prep Academy Science Classroom Renovation

PART II – DVBE PARTICIPATION Subcontractors/Suppliers employed by architectural, engineering, environmental, land surveying or construction management firms complete this part after your employer is selected by the School District.

- A. After reading the Definitions of the reverse side, check the appropriate Business Enterprise designation of or your firm. Enter the dollar amount of the bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s).
- B. List your DVBE subordinate subcontractor/suppliers: If you need additional space, use a separate page. Check their appropriate Business Enterprise designation. Enter the dollar amount of their bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s). All those listed must also complete one of these forms.
- C. Enter the non-DVBE dollar amount included in your bid/proposal under the applicable Base Bid/Proposal and/or Alternate column(s).
- D. Enter the Total of the Base Bid/Proposal and each Alternate column(s).

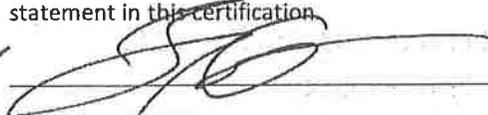
Business Enterprise	DVBE				Base Bid/ \$ Proposal	Alternate #1 \$	Alternate #2 \$	Alternate #3 \$	Alternate #4 \$	Alternate #5 \$
	AA	A	H	NA						
A. Your Firm										
B. Subcontractor or Supplier										
C. Non DVBE Participation					\$2,400,000					
D. Total of Each Column					\$2,400,000					

PART III - SUBCONTRACTOR/SUPPLIER AND SUBORDINATE SUBCONTRACTOR/SUPPLIER CHECK LIST

Your bid/proposal should contain the following: Copy of your and your subordinate subcontractor's certification of DVBE status.

CERTIFICATION

I, Blair Allison certify that I am this firm's Chief Executive Officer. I am aware of Section 12560 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

X 

7/19/18

Signature of Chief Executive Officer

Date

FORM 3 - Part A
PRIME BIDDER GOOD FAITH EFFORT WORKSHEET SUMMARY

This worksheet is to be used to assist the Prime Bidder in meeting DVBE participation goals.

BIDDER NAME	BUSINESS ADDRESS	CITY, STATE, ZIP
Cahill Contractors LLC	1111 Broadway	Oakland, CA 94607
TELEPHONE NUMBER	CONTACT PERSON	SCHOOL PROJECT NAME
510-250-8500	Nick Misakian	CCPA Science Classroom

GENERAL INSTRUCTIONS

This worksheet is to be used to assist you in meeting the DVBE participation goals. If you do not meet the required contract dollar participation percentages of the DVBEs, then the focus of your good faith effort should be to obtain participation in the deficient category(s). You must document compliance on District Form 1 for the business enterprise participation category(s) not addressed on this worksheet. If the specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" you must include this form by the deadline specified on the Invitation for Bid.

PART I - CONTRACTS

Contact must be made with the following to identify DVBE contacts, advertising sources and/or bidders that may be solicited to participate in your contract.

AGENCY	TELEPHONE NO.	DATE CONTACTED	PERSON CONTACTED
1. School District	(510) 835-7603		Jake Sloan

PART II - ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least ten (10) days prior to bid/proposal opening. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your

firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person and phone number. Attach copies of advertisements.

FOCUS/TRADE PAPER NAME	CHECK ONE		PAPER FOCUSES ON		DATE OF ADVERTISEMENT
	TRADE	FOCUS	FOCUS?		
East Bay Times					5/15/18 - 5/25/18
Daily Pacific Builder					5/15/18 - 5/25/18
The Post					5/15/18 - 5/25/18
BidClerk				* Website	5/15/18 - 5/25/18

PART III – DVBE SOLICITATIONS List DVBE that were invited to bid. Indicate their business designation by placing a check in the appropriate column. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list solicitations, please use a separate page.

IF THE DVBE...	THEN...	AND...
was selected to participate	check "yes" in the "SELECTED" column and include the applicable dollar amount in Section A of the OUSD Form 2.	include a completed OUSD Form 2 in your bid proposal
was not selected to participate	check "no" in the "SELECTED" column state the reason why in the "REASON NOT SELECTED" column	
Did not respond to your solicitation	check the "NO RESPONSE" column	

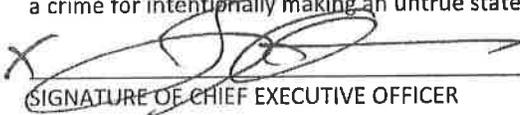
BUSINESS ENTERPRISES CONTACTED	SELECTED				REASON NOT SELECTED
	DVBE	ETHNICITY	YES	NO	
Anvil Builders	X			X	Declined to bid
Northwestern Design	X			X	Declined to bid

IMPORTANT NOTE:

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

CERTIFICATION:

I, Blair Allison certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain that facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et. Seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

X 

7/19/18

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

**OUSD FORM 3: CONSTRUCTION GOOD FAITH EFFORTS
DVBE INFORMATION**

Each bidder shall submit the following information as back up data for Form 3, pages 1 and 2, to demonstrate that he/she has made Good Faith Efforts to meet the DVBE goal. If the required DVBE bidder's participation goals are not met, and Form 3, pages 1 and 2 with compelling documentation detailing the Good Faith Effort is not submitted, the bid shall be deemed non-responsive and rejected. The documentation required below should include, but is not limited to, proof that:

- 1) The Initial Invitations to Bid were provided to listed DVBE firms at least ten (10) calendar days prior to opening of the bid.
- 2) Request for sub-bids adequately specified the scope of work for which sub-bids were requested.
- 3) Documentation of the bidder's efforts to solicit response from the DVBE to whom invitations were extended must indicate performance of positive efforts. (I.e., one telephone call, unanswered, would not be considered adequate positive efforts). Bidders shall provide a statement of response (e.g. written communications, telephone logs, and faxes) to and from DVBE.

Even if bidders' DVBE Subcontractor Method of Compliance Form 1 indicates the DVBE goal will be met, bidders should submit the following information attached to page 1 and 2 of Form 3, to protect their eligibility for the contract. This is important because the submittal of only the DVBE Method of Compliance Form 1 may not provide sufficient qualified DVBE subcontractors or the bidder may not meet the DVBE goals after the submittal is analyzed with the award of alternates.

Please supply the following information:

- 1) The names and dates of all certified DVBE solicited by direct mail or fax for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DVBE were interested, attaching copies of letters and supporting documentation.
- 2) Items of work for which the bidder requested subcontract services supplied by DVBE, the information furnished to interested DVBE describing requirements for the work, and any breakdown of tasks into economically feasible units to facilitate DVBEs participation (only one subcontractor may be listed for a single trade such as plumbing). Where there are DVBEs available for doing portions of the work normally performed by the bidder with his/her own staff, the bidder will be expected to make portions of such work available for DVBEs. The attached form is a sample of documentation needed to support your Good Faith Effort.

OUSD FORM 3 - Part B

GOOD FAITH EFFORT WORKSHEET (Reproduce this page as needed)

PLEASE NOTE: DVBE INFORMATION IS COLLECTED FOR RECORD KEEPING PURPOSES ONLY

The names of DVBE solicited for any of the work indicated which were not accepted, a summary of the bidder's discussions and/or negotiations with them:

Name of Rejected DVBE: N/A - All DVBE subs declined to bid

Phone No.: _____ Contact Person: _____

Type of Work: _____

Summary of discussion and/or negotiations, including bid amount if quote was rejected. The fact that the DVBE, sub-bid was not the low bid is not automatic grounds for rejection. The bidder must show that the DVBE was unreasonably high. _____

Assistance that the bidder has extended to reject DVBEs to remedy the deficiency in their sub-bid. If bonding is used as a reason for not accepting a DVBE bid, a complete explanation must be provided to include names and phone numbers of bonding firms contacted by the prime contractor and/or other involved parties. _____

Any additional data to support a demonstration of Good Faith Effort, such as contacts with DVBE assistance agencies; minority and women community organizations; minority and women contractor groups; local, State or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority and women business enterprises, if any are available: _____

DOCUMENT 00 52 14

DEBARMENT AND SUSPENSION CERTIFICATION
PROCUREMENTS Over \$25,000
OAKLAND UNIFIED SCHOOL DISTRICT

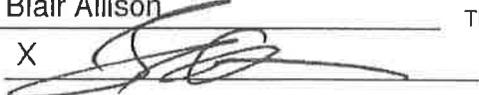
The Bidder, under penalty of perjury, HERE BY certifies that, except as noted below, bidder, its principal, and any named or listed subcontractor on any OUSD:

- Formal Bid Proposals
 - Requests for Proposals
 - Request for Qualifications
-
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
 - Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three years;
 - Does not have a proposed debarment pending in any jurisdiction; and
 - Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

IMPORTANT NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certificate is part of the Proposal or Bid Documents. Signing the Proposal or Bid Form on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: Cahill Contractors LLC
PRINCIPAL: Blair Allison TITLE: Exec. Vice President
SIGNATURE: X 

DOCUMENT 00 52 15

SCHEDULE Z

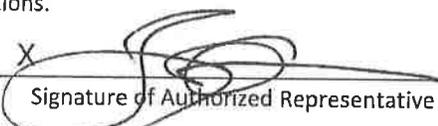
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

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 prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, 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.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Cahill Contractors LLC		X	
Company Name		Signature of Authorized Representative	
425 California Street; San Francisco, CA		Blair Allison	
Address		Type or Print Name	
(415)	986-0600	7/17/18	
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and Sub-Contractors are required to submit this certification form.

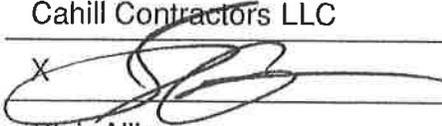
END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 7/17/18

Name of Developer: Cahill Contractors LLC

Signature: X 

Print Name: Blair Allison

Title: Exec. Vice President

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

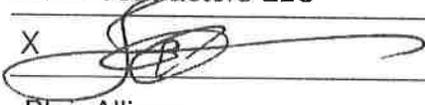
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 7/17/18

Proper Name of Developer: Cahill Contractors LLC

Signature: X 

Print Name: Blair Allison

Title: Exec. Vice President

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

NEWSPAPER POSTINGS

- 1. EAST BAY TIMES
- 2. THE POST

CAHILL CONTRACTORS, LLC requests bids from Certified LBE, SLBE Subcontractors and Suppliers for ALL TRADES

**OUSD Coliseum College Prep Science Classroom Renovation
1390 66th Avenue, Oakland, CA**

This is an Oakland Unified School District project with a PLA and construction workforce requirements.

BID DATE: 5/25/18 @ 5PM

BID DOCUMENTS: Please contact Colby for access to documents on BuildingConnected.
CONTACT: Colby Smith at estimating@cahill-sf.com, (415) 986-0611.

OT/ATS #6157879; May 18, 25, 2018

LEGALS

LEGALS

LEGALS

CAHILL CONTRACTORS, LLC requests bids from Certified LBE, SLBE Subcontractors and Suppliers for ALL TRADES

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Havenscourt CCPA Science Classrooms Lab	Site	207
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	CAHILL	Agency's Contact	Blair Allison				
OUSD Vendor ID #		Title	President				
Street Address	1111 Broadway	City	Oakland	State	CA	Zip	94607
Telephone	510-250-8500	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 #	15118						

Term			
Date Work Will Begin	8-23-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-23-2019

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$2,400,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	2079905890	6271	\$2,400,000.00

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
	Director, Facilities Planning and Management			
	Signature	Date Approved	7/27/18	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8/15/18	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

