

Board Office Use: Legislative File Info.	
File ID Number	18- 0204
Introduction Date	2-28-2018
Enactment Number	180286
Enactment Date	2/28/18 02



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date February 28, 2018

Subject Award of Bid and Agreement- Wickman Development & Construction - Frick ISS New Fence, Signage & Interior Finishes Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0106, Award of Bid Agreement and Construction Contract on behalf of the District to Wickman Development & Construction, Oakland, CA, for the Frick ISS New Fence, Signage & Interior Finishes Project, in the amount of \$1,550,000.00, 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: (84) days Calendar Days, commencing February 28, 2018, and ending on September 30, 2018.

Discussion Services required for installation of a new fence.

LBP (Local Business Participation Percentage) 50.82%

Recommendation Approval by the Board of Education of Resolution No. 1718-0106, Award of Bid Agreement and Construction Contract on behalf of the District to Wickman Development & Construction, Oakland, CA, for the Frick ISS New Fence, Signage & Interior Finishes Project, in the amount of \$1,550,000.00, 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: (84) days Calendar Days, commencing February 28, 2018, and ending on September 30, 2018.

Fiscal Impact Fund 21, Measure J & Measure B

Attachments

- Award of Bid including scope of work
- 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: Wickman Development & Construction

Project Name: Frick Intensive Support Site **Project No.:** 15105

Contract Term: Intended Start: 2/28/2018 Intended End: 9/30/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$1,550,000.00

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?

Lowest public bidder.

Summarize the services this Vendor will be providing.

Upgrading a number of campus buildings and a new campus perimeter fence.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Lowest public bidder.

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 \$90,200 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 - 0106

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRICK ISS NEW FENCE, SIGNAGE & INTERIOR FINISHES PROJECT**

WHEREAS, the District has heretofore requested bids, for installation of a new fence, signage & interior finishes, including alternates for turf, lighting and shade structure;

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
Wickman & Development	San Francisco, CA	\$1,550,000.00
Bay Construction	Oakland, CA	\$1,628,000.00
Mar Con Builders, Inc.	Oakland, CA	\$1,776,780.00

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 **WICKMAN DEVELOPMENT & CONSTRUCTION** is the lowest responsive, responsible bidder;

BE IT FURTHER RESOLVED, that the District shall accept the bid from **WICKMAN DEVELOPMENT & CONSTRUCTION** for the performance of the installation of a new fence, signage & interior finishes, including alternates for painting, sound system & removal of existing fence, in the amount of **ONE MILLION, FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00)**, the alternate for fence design in the amount of **FIFTY THOUSAND, AND NO/100 DOLLARS (\$50,000.00)** is awarded at this time, and all other bids are rejected;



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

RESOLUTION NO. 1718 - 0106

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE FRICK ISS NEW FENCE, SIGNAGE & INTERIOR FINISHES PROJECT**

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 WICKMAN DEVELOPMENT & CONSTRUCTION, for the performance of bid work.

Passed by the following vote:

AYES: Jody London, Nina Senn, Roseann Torres, Shanthi Gonzales, James

Harris, President Aimee Eng

NOES: None

ABSTAINED: None

ABSENT: Vice President Jumoke Hinton Hodge

P. AYES: Enasia Mc-Elvaine, Gema Quetzal (Student Directors)

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **February 28, 2018**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 29th day of **January 2018**, by and between the Oakland Unified School District ("District" or "Owner") and **Wickman Development & Construction** ("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: **Frick ISS New Fence, Signage & Interior Finishes**

PROJECT NO.: **15105**

RESOLUTION NUMBER: **1718-0106**

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 **84** consecutive calendar days ("Contract Time") **commencing February 28, 2018, and concluding no later than September 30, 2018**, 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, five hundred dollars and no cents (\$1,500.00) 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-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, the following price:

One Million, Four Hundred thousand dollars and no cents
\$1,400,000.00 (Base Contract Amount)
+ **\$Fifty thousand dollars**
\$50,000.00, (Contingency Allowance Amount) + Alternates: \$15,000.00
\$60,000.00
\$25,000.00

= **One Million, Five hundred, Fifty thousand and no cents**
\$1,550,000.00, (“Contract Price”)

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

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

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

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>



Cesar Monterrosa
Director of Facilities Planning & Management

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

Dated: 2/28, 2018

Dated: JANUARY 30, 2018

OAKLAND UNIFIED SCHOOL DISTRICT

WICKMAN DEVELOPMENT
AND CONSTRUCTION CONTRACTOR

By: *Aimee Eng*

By: *[Signature]*

Print Name: ~~James Harris~~ Aimee Eng

Print Name: JONATHAN WICKMAN

Print Title: President, Board of Education

Print Title: CHIEF BUSINESS OFFICER

By: *[Signature]*

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: *[Signature]*

Print Name: Joe Dominguez

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

Approved as to Form:

By: *[Signature]*

Print Name: Marion McWilliams

Print Title: ~~Special Facilities~~ 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

BYLAWS

of

Wickman Development And Construction

ARTICLE I OFFICES

SECTION 1. PRINCIPAL EXECUTIVE OFFICE

The location of the principal executive office of the corporation shall be fixed by the board of directors. It may be located at any place within or outside the state of California. The secretary of this corporation shall keep the original or a copy of these bylaws, as amended to date, at the principal executive office of the corporation if this office is located in California. If this office is located outside California, the bylaws shall be kept at the principal business office of the corporation within California. The officers of this corporation shall cause the corporation to file an annual statement with the Secretary of State of California as required by Section 1502 of the California Corporations Code specifying the street address of the corporation's principal executive office.

SECTION 2. OTHER OFFICES

The corporation may also have offices at such other places as the board of directors may from time to time designate, or as the business of the corporation may require.

ARTICLE II SHAREHOLDERS' MEETINGS

SECTION 1. PLACE OF MEETINGS

All meetings of the shareholders shall be held at the principal executive office of the corporation or at such other place as may be determined by the board of directors.

SECTION 2. ANNUAL MEETINGS

The annual meeting of the shareholders shall be held each year on the 3rd Tuesday of the month of December, at which time the shareholders shall elect a board of directors and transact any other proper business. If this date falls on a legal holiday, then the meeting shall be held on the following business day at the same hour.

SECTION 3. SPECIAL MEETINGS

Special meetings of the shareholders may be called by the board of directors, the chairperson of the board of directors, the president, or by one or more shareholders holding at least 10 percent of the voting power of the corporation.

SECTION 4. NOTICES OF MEETINGS

Notices of meetings, annual or special, shall be given in writing to shareholders entitled to vote at the meeting by the secretary or an assistant secretary or, if there be no such officer, or in the case of his or her neglect or refusal, by any director or shareholder.

Such notices shall be given either personally or by first-class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the stock transfer books of the corporation or given by the shareholder to the corporation for the purpose of notice. Notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Such notice shall state the place, date, and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted, and that no other business may be transacted, or (2) in the case of an annual meeting, those matters which the board at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of Section 6 of this Article, any proper matter may be presented at the annual meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of the nominees which, at the time of the notice, the board of directors intends to present for election. Notice of any

adjourned meeting need not be given unless a meeting is adjourned for forty-five (45) days or more from the date set for the original meeting.

SECTION 5. WAIVER OF NOTICE

The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, whether in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers or consents shall be filed with the corporate records or made part of the minutes of the meeting. Neither the business to be transacted at the meeting, nor the purpose of any annual or special meeting of shareholders, need be specified in any written waiver of notice, except as provided in Section 6 of this Article.

SECTION 6. SPECIAL NOTICE AND WAIVER OF NOTICE REQUIREMENTS

Except as provided below, any shareholder approval at a meeting, with respect to the following proposals, shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting, or in any written waiver of notice:

a. Approval of a contract or other transaction between the corporation and one or more of its directors or between the corporation and any corporation, firm, or association in which one or more of the directors has a material financial interest, pursuant to Section 310 of the California Corporations Code;

b. Amendment of the articles of incorporation after any shares have been issued pursuant to Section 902 of the California Corporations Code;

c. Approval of the principal terms of a reorganization pursuant to Section 1201 of the California Corporations Code;

d. Election to voluntarily wind up and dissolve the corporation pursuant to Section 1900 of the California Corporations Code;

e. Approval of a plan of distribution of shares as part of the winding up of the corporation pursuant to Section 2007 of the California Corporations Code.

Approval of the above proposals at a meeting shall be valid with or without such notice, if it is by the unanimous approval of those entitled to vote at the meeting.

SECTION 7. ACTION WITHOUT MEETING

Any action that may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice if a consent, in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of any shareholders' approval, with respect to any one of the following proposals, without a meeting, by less than unanimous written consent shall be given at least ten (10) days before the consummation of the action authorized by such approval:

a. Approval of a contract or other transaction between the corporation and one or more of its directors or another corporation, firm, or association in which one or more of its directors has a material financial interest, pursuant to Section 310 of the California Corporations Code;

b. To indemnify an agent of the corporation pursuant to Section 317 of the California Corporations Code;

c. To approve the principal terms of a reorganization, pursuant to Section 1201 of the California Corporations Code; or

d. Approval of a plan of distribution as part of the winding up of the corporation pursuant to Section 2007 of the California Corporations Code.

Prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by

less than a unanimous written consent to those shareholders entitled to vote who have not consented in writing.

Notwithstanding any of the foregoing provisions of this section, and except as provided in Article III, Section 4, of these bylaws, directors may not be elected by written consent except by the unanimous written consent of all shares entitled to vote for the election of directors.

A written consent may be revoked by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary of the corporation, but may not be revoked thereafter. Such revocation is effective upon its receipt by the secretary of the corporation.

SECTION 8. QUORUM AND SHAREHOLDER ACTION

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of shareholders represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless the vote of a greater number is required by law and except as provided in the following paragraphs of this section.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted except as provided in the foregoing provisions of this section.

SECTION 9. VOTING

Only shareholders of record on the record date fixed for voting purposes by the board of directors pursuant to Article

VIII, Section 3, of these bylaws or, if there be no such date fixed, on the record dates given below, shall be entitled to vote at a meeting.

If no record date is fixed:

a. The record date for determining shareholders entitled to notice of, or to vote, at a meeting of shareholders, shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

b. The record date for determining the shareholders entitled to give consent to corporate actions in writing without a meeting, when no prior action by the board is necessary, shall be the day on which the first written consent is given.

c. The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

Every shareholder entitled to vote shall be entitled to one vote for each share held, except as otherwise provided by law, by the articles of incorporation or by other provisions of these bylaws. Except with respect to elections of directors, any shareholder entitled to vote may vote part of his or her shares in favor of a proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares he or she is affirmatively voting, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares the shareholder is entitled to vote.

At each election of directors, shareholders shall not be entitled to cumulate votes unless the candidates' names have been placed in nomination before the commencement of the voting and a shareholder has given notice at the meeting, and before the voting has begun, of his or her intention to cumulate votes. If any shareholder has given such notice, then all shareholders entitled to vote may cumulate their votes by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of his or her shares or by distributing such votes on the same principle among any number

of candidates as he or she thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected. Votes cast against a candidate or which are withheld shall have no effect. Upon the demand of any shareholder made before the voting begins, the election of directors shall be by ballot rather than by voice vote.

SECTION 10. PROXIES

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares by filing a proxy with the secretary of the corporation. For purposes of these bylaws, a "proxy" means a written authorization signed or an electronic transmission authorized by a shareholder or the shareholder's attorney in fact giving another person or persons power to vote with respect to the shares of the shareholder. "Signed" for the purpose of these bylaws means the placing of the shareholder's name or other authorization on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the proxy was authorized by the shareholder, or his or her attorney in fact.

A proxy shall not be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall continue in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in Section 705 of the California Corporations Code.

ARTICLE III DIRECTORS

SECTION 1. POWERS

Subject to any limitations in the articles of incorporation and to the provisions of the California Corporations Code, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by, or under the direction of, the board of directors.

SECTION 2. NUMBER

The authorized number of directors shall be two.

After issuance of shares, this bylaw may only be amended by approval of a majority of the outstanding shares entitled to vote; provided, moreover, that a bylaw reducing the fixed number of directors to a number less than five (5) cannot be adopted unless in accordance with the additional requirements of Article IX of these bylaws.

SECTION 3. ELECTION AND TENURE OF OFFICE

The directors shall be elected at the annual meeting of the shareholders and hold office until the next annual meeting and until their successors have been elected and qualified.

SECTION 4. VACANCIES

A vacancy on the board of directors shall exist in the case of death, resignation, or removal of any director or in case the authorized number of directors is increased, or in case the shareholders fail to elect the full authorized number of directors at any annual or special meeting of the shareholders at which any director is elected. The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or who has been convicted of a felony.

Except for a vacancy created by the removal of a director, vacancies on the board of directors may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with this article of these bylaws, or (3) a sole remaining director. Vacancies occurring on the board by reason of the removal of directors may be filled only by approval of the shareholders. Each director so elected shall hold office until the next annual meeting of the shareholders and until his or her successor has been elected and qualified.

The shareholders may elect a director at any time to fill a vacancy not filled by the directors. Any such election by written consent other than to fill a vacancy created by the removal of a director requires the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective upon giving written notice to the chairperson of the board of directors, the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a later time, a successor may be elected to take office when the resignation becomes effective. Any reduction of the authorized number of directors does not remove any director prior to the expiration of such director's term in office.

SECTION 5. REMOVAL

Any or all of the directors may be removed without cause if the removal is approved by a majority of the outstanding shares entitled to vote, subject to the provisions of Section 303 of the California Corporations Code. Except as provided in Sections 302, 303, and 304 of the California Corporations Code, a director may not be removed prior to the expiration of the director's term of office.

The superior court of the proper county may, on the suit of shareholders holding at least 10 percent of the number of outstanding shares of any class, remove from office any director in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the corporation and may bar from re-election any director so removed for a period prescribed by the court. The corporation shall be made a party to such action.

SECTION 6. PLACE OF MEETINGS

Meetings of the board of directors shall be held at any place, within or without the state of California, which has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation or as may be designated from time to time by resolution of the board of directors. Meetings of the board may be held through use of conference telephone,

electronic video screen communication, or other communications equipment, as long as all of the following apply:

(a) Each member participating in the meeting can communicate with all members concurrently.

(b) Each member is provided the same means of participating in all matters before the board, including the capacity to propose, or to interpose, an objection to a specific action to be taken by the corporation.

(c) The corporation adopts and implements some means of verifying both of the following:

(1) A person communicating by telephone, electronic video screen, or other communications equipment is a director entitled to participate in the board meeting.

(2) All actions of, or votes by, the board are taken or cast only by the directors and not by persons who are not directors.

SECTION 7. ANNUAL, REGULAR, AND SPECIAL DIRECTORS' MEETINGS

An annual meeting of the board of directors shall be held without notice immediately after and at the same place as the annual meeting of the shareholders.

Other regular meetings of the board of directors shall be held at such times and places as may be fixed from time to time by the board of directors. Call and notice of these regular meetings shall not be required.

Special meetings of the board of directors may be called by the chairperson of the board, president, vice president, secretary, or any two directors. Special meetings of the board of directors shall be held upon four (4) days' notice by mail, or forty-eight (48) hours' notice delivered personally or by telephone or telegraph or by other electronic means including facsimile or electronic mail message. Mailed notice shall be sent by first-class mail to the director's address that appears on the records of the corporation, or the address given by the director for the purpose of mailing such notice. Notice by voice or facsimile telephone shall be to the telephone number given by a director for such notice. Notice to an electronic mail message

system shall be sent to the electronic mail address designated by the director for such mail. A notice or waiver of notice need not specify the purpose of any special meeting of the board of directors.

If any meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place shall be given before the time of the resumed meeting to all directors who were not present at the time of adjournment of the original meeting.

SECTION 8. QUORUM AND BOARD ACTION

A quorum for all meetings of the board of directors shall consist of two of the authorized number of directors until changed by amendment to this article of these bylaws.

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board, subject to the provisions of Section 310 (relating to the approval of contracts and transactions in which a director has a material financial interest); the provisions of Section 311 (designation of committees); and Section 317(e) (indemnification of directors) of the California Corporations Code. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

A majority of the directors present at a meeting may adjourn any meeting to another time and place, whether or not a quorum is present at the meeting.

SECTION 9. WAIVER OF NOTICE

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though undertaken at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes

of the meeting. Waivers of notice or consents need not specify the purpose of the meeting.

SECTION 10. ACTION WITHOUT MEETING

Any action required or permitted to be taken by the board may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as a unanimous vote of the directors.

For purposes of this section of the bylaws only, "all members of the board" shall include an "interested director" as described in Subdivision (a) of Section 310 of the California Corporations Code or a "common director" as described in Subdivision (b) of said Section 310 who abstains in writing from providing consent, where 1) the disclosures required by said Section 310 have been made to the noninterested or noncommon directors, as applicable, prior to their execution of the written consent or consents, 2) the specified disclosures are conspicuously included in the written consent or consents executed by the noninterested or noncommon directors, and 3) the noninterested or noncommon directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the interested or common directors. If written consent is provided by the directors in accordance with the immediately preceding sentence and the disclosures made regarding the action that is the subject of the consent do not comply with the requirements of said Section 310, the action that is the subject of the consent shall be deemed approved, but in any suit brought to challenge the action, the party asserting the validity of the action shall have the burden of proof in establishing that the action was just and reasonable to the corporation at the time it was approved.

SECTION 11. COMPENSATION

No salary shall be paid directors, as such, for their services but, by resolution, the board of directors may allow a reasonable fixed sum and expenses to be paid for attendance at regular or special meetings. Nothing contained herein shall prevent a director from serving the corporation in any other capacity and receiving compensation therefor. Members of special

or standing committees may be allowed like compensation for attendance at meetings.

ARTICLE IV OFFICERS

SECTION 1. OFFICERS

The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer who shall be the chief financial officer of the corporation. The corporation also may have such other officers with such titles and duties as shall be determined by the board of directors. Any number of offices may be held by the same person.

SECTION 2. ELECTION

All officers of the corporation shall be chosen by, and serve at the pleasure of, the board of directors.

SECTION 3. REMOVAL AND RESIGNATION

An officer may be removed at any time, either with or without cause, by the board. An officer may resign at any time upon written notice to the corporation given to the board, the president, or the secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any other time specified therein. The removal or resignation of an officer shall be without prejudice to the rights, if any, of the officer or the corporation under any contract of employment to which the officer is a party.

SECTION 4. PRESIDENT

The president shall be the chief executive officer and general manager of the corporation and shall, subject to the direction and control of the board of directors, have general supervision, direction, and control of the business and affairs of the corporation. He or she shall preside at all meetings of the shareholders and directors and be an ex-officio member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of

management usually vested in the office of president of a corporation and shall have such other powers and duties as may from time to time be prescribed by the board of directors or these bylaws.

SECTION 5. VICE PRESIDENT

In the absence or disability of the president, the vice presidents, in order of their rank as fixed by the board of directors (or if not ranked, the vice president designated by the board) shall perform all the duties of the president and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Each vice president shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or these bylaws.

SECTION 6. SECRETARY

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation, a book of minutes of all meetings of directors and shareholders. The minutes shall state the time and place of holding of all meetings; whether regular or special, and if special, how called or authorized; the notice thereof given or the waivers of notice received; the names of those present at directors' meetings; the number of shares present or represented at shareholders' meetings; and an account of the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation, or at the office of the corporation's transfer agent, a share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation, the original or a copy of the bylaws of the corporation, as amended or otherwise altered to date, certified by him or her.

The secretary shall give, or cause to be given, notice of all meetings of shareholders and directors required to be given by law or by the provisions of these bylaws.

The secretary shall have charge of the seal of the corporation and have such other powers and perform such other duties as may from time to time be prescribed by the board or these bylaws.

In the absence or disability of the secretary, the assistant secretaries if any, in order of their rank as fixed by the board of directors (or if not ranked, the assistant secretary designated by the board of directors), shall have all the powers of, and be subject to all the restrictions upon, the secretary. The assistant secretaries, if any, shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or these bylaws.

SECTION 7. TREASURER

The treasurer shall be the chief financial officer of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation.

The treasurer shall deposit monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse the funds of the corporation in payment of the just demands against the corporation as authorized by the board of directors; shall render to the president and directors, whenever they request it, an account of all his or her transactions as treasurer and of the financial condition of the corporation; and shall have such other powers and perform such other duties as may from time to time be prescribed by the board of directors or the bylaws.

In the absence or disability of the treasurer, the assistant treasurers, if any, in order of their rank as fixed by the board of directors (or if not ranked, the assistant treasurer designated by the board of directors), shall perform all the duties of the treasurer and, when so acting, shall have all the powers of and be subject to all the restrictions upon the treasurer. The assistant treasurers, if any, shall have such

other powers and perform such other duties as may from time to time be prescribed by the board of directors or these bylaws.

SECTION 8. COMPENSATION

The officers of this corporation shall receive such compensation for their services as may be fixed by resolution of the board of directors.

ARTICLE V EXECUTIVE COMMITTEES

SECTION 1

The board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any such committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with respect to:

a. The approval of any action for which the approval of the shareholders or approval of the outstanding shares is also required.

b. The filling of vacancies on the board or in any committee.

c. The fixing of compensation of the directors for serving on the board or on any committee.

d. The amendment or repeal of bylaws or the adoption of new bylaws.

e. The amendment or repeal of any resolution of the board which by its express terms is not so amendable or repealable.

f. A distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board.

g. The appointment of other committees of the board or the members thereof.

**ARTICLE VI
CORPORATE RECORDS AND REPORTS**

SECTION 1. INSPECTION BY SHAREHOLDERS

The share register shall be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection and copying under this section may be made in person or by agent or attorney.

The accounting books and records of the corporation and the minutes of proceedings of the shareholders and the board and committees of the board shall be open to inspection upon the written demand of the corporation by any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for any proper purpose reasonably related to such holder's interests as a shareholder or as the holder of such voting trust certificate. Such inspection by a shareholder or holder of voting trust certificate may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Shareholders shall also have the right to inspect the original or copy of these bylaws, as amended to date and kept at the corporation's principal executive office, at all reasonable times during business hours.

SECTION 2. INSPECTION BY DIRECTORS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, domestic or foreign. Such inspection by a director may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts.

SECTION 3. RIGHT TO INSPECT WRITTEN RECORDS

If any record subject to inspection pursuant to the California Corporations Code is not maintained in written form, a request for inspection is not complied with unless and until the corporation at its expense makes such record available in written form.

SECTION 4. WAIVER OF ANNUAL REPORT

The annual report to shareholders, described in Section 1501 of the California Corporations Code is hereby expressly waived, as long as this corporation has less than 100 holders of record of its shares. This waiver shall be subject to any provision of law, including Section 1501(c) of the California Corporations Code, allowing shareholders to request the corporation to furnish financial statements.

SECTION 5. CONTRACTS, ETC.

The board of directors, except as otherwise provided in the bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the board of directors, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract, or to pledge its credit, or to render it liable for any purpose or to any amount.

ARTICLE VII INDEMNIFICATION AND INSURANCE OF CORPORATE AGENTS

SECTION 1. INDEMNIFICATION

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent not prohibited by the California Corporations Code.

SECTION 2. INSURANCE

The corporation shall have the power to purchase and maintain insurance on behalf of any agent (as defined in Section 317 of the California Corporations Code) against any liability asserted

3449329

ARTS-GS

Articles of Incorporation of a General Stock Corporation

To form a general stock corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filing fee,
- A separate, non-refundable \$15 service fee, if you drop off the completed form or document.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. Go to www.ftb.ca.gov for more information.

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

ENDORSED - FILED in the Office of the Secretary of State of the State of California

JAN 17 2012

This Space For Office Use Only

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

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

1 The name of the corporation is WICKMAN DEVELOPMENT AND CONSTRUCTION

Corporate Purpose

2 The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation.)

3 a. Agent's name: JONATHAN DANIEL WICKMAN

b. Agent's address: 319 RUTLEDGE STREET, SAN FRANCISCO CA 94110
Street Address (if agent is not a corporation) City (no abbreviations) State Zip

Shares (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Corporations. For more information, go to www.corp.ca.gov or call the California Department of Corporations at (213) 576-7500.)

4 This corporation is authorized to issue only one class of shares of stock.
The total number of shares which this corporation is authorized to issue is 10000

This form must be signed by each incorporator. 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 incorporation.

[Signature]
Incorporator - Sign here

JONATHAN DANIEL WICKMAN
Print your name here

Make check/money order payable to: Secretary of State
We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

MINUTES OF THE ANNUAL SHAREHOLDERS' MEETING

OF

Wickman Development and Construction

An annual meeting of shareholders was held on December 16, 2014, 6:24 PM., at 319 Rutledge Street, San Francisco California, for the purpose of electing the directors of the corporation and transacting all other proper business. Notice was waived by all shareholders, and the waiver was made a part of and precedes the minutes of this meeting. The president acted as chairperson, and the secretary acted as secretary.

The call of the list of shareholders and inspection of proxies showed that there were represented at the meeting, in person or by proxy, holders of **6,000** shares, constituting a quorum. The proxies, if any, were filed with the secretary and were included with the minutes of the meeting.

The minutes of the annual meeting held on December 16, 2014, were read and approved.

The following were nominated and seconded as candidates for members of the board of directors for the coming year:

Name	Address
Jonathan Wickman	319 Rutledge Street, San Francisco, CA 94110
Aidan Fahy	500 7 th Avenue, San Bruno CA 94066
_____	_____
_____	_____

After completion of nominations from the floor, the nominations were closed by the chairperson and the voice votes represented at the meeting were taken.

After a count of votes and examination of the proxies, the chairperson declared that the following were duly elected as directors to serve for the coming year, and until their successors are elected and qualified, by the affirmative vote of a majority of shares represented at the meeting:

Name	Address
Jonathan Wickman	319 Rutledge Street, San Francisco, CA 94110
Aidan Fahy	500 7 th Avenue, San Bruno CA 94066
_____	_____
_____	_____

On motion duly made and carried by the affirmative vote of **6,000** of the shares represented at the meeting, the following resolutions were adopted:

There being no other business to come before the meeting, it was adjourned on motion duly made and carried.



, Secretary

**WAIVER OF NOTICE AND CONSENT TO HOLDING OF
FIRST MEETING OF BOARD OF DIRECTORS
OF
Wickman Development And Construction**

We, the undersigned, being all the directors of Wickman Development and Construction, a California corporation, hereby waive notice of the first meeting of the board of directors of the corporation and consent to the holding of said meeting at 319 Rutledge Street, San Francisco CA 94110, on December 16th, 2014, at 5:53 PM and consent to the transaction of any and all business by the directors at the meeting including, without limitation, the adoption of bylaws, the election of officers, the selection of the corporation's accounting period, the designation of the principal executive office of the corporation, the selection of the place where the corporation's bank account will be maintained, and the authorization of the sale and issuance of the initial shares of stock of the corporation.

Dated: 2/16/2014


_____, Director


_____, Director

_____, Director

**MINUTES OF FIRST MEETING
OF THE BOARD OF DIRECTORS
OF
Wickman Development and Construction**

The board of directors of Wickman Development and Construction held its first meeting at 319 Rutledge Street, San Francisco, CA 94110 on December 16th 2014, at 5:53 PM.

The following directors, marked as present next to their names, were in attendance at the meeting and constituted a quorum of the full board:

Aidan Fahy	<input checked="" type="checkbox"/>	Present	<input type="checkbox"/>	Absent
Jonathan Wickman	<input checked="" type="checkbox"/>	Present	<input type="checkbox"/>	Absent
_____	<input type="checkbox"/>	Present	<input type="checkbox"/>	Absent
_____	<input type="checkbox"/>	Present	<input type="checkbox"/>	Absent
_____	<input type="checkbox"/>	Present	<input type="checkbox"/>	Absent

On motion and by unanimous vote, Aidan Fahy was elected temporary chairperson and then presided over the meeting. Jonathan Wickman was elected temporary secretary of the meeting.

The chairperson announced that the meeting was held pursuant to written waiver of notice and consent to holding of the meeting signed by each of the directors. Upon a motion duly made, seconded, and unanimously carried, it was resolved that the written waiver of notice and consent to holding of the meeting be made a part of the minutes of the meeting and placed in the corporation's minute book.

ARTICLES OF INCORPORATION

The chairperson announced that the articles of incorporation of the corporation had been filed with the California Secretary of State's office on January 17, 2012. The chairperson then presented to the meeting a certified copy of the articles showing such filing and the secretary was instructed to insert this copy in the corporation's minute book.

BYLAWS

A proposed set of bylaws of the corporation was then presented to the meeting for adoption. The bylaws were considered and discussed and, upon motion duly made and seconded, it was unanimously

RESOLVED, that the bylaws presented to this meeting be and hereby are adopted as the bylaws of this corporation;

RESOLVED FURTHER, that the secretary of this corporation be and hereby is directed to execute a certificate of adoption of the bylaws, to insert the bylaws as so certified in the corporation's minute book, and to see that a copy of the bylaws, similarly certified, is kept at the corporation's principal executive office, as required by law.

ELECTION OF OFFICERS

The chairperson then announced that the next item of business was the election of officers. Upon motion, the following persons were unanimously elected to the following offices, at the annual salaries, if any as determined at the meeting, shown to the right of their names:

TITLE	NAME	SALARY
President	Aidan Fahy	\$ TBD
Vice President	Jonathan Wickman	\$ TBD
Secretary	Jonathan Wickman	\$ TBD
Treasurer (Chief Financial Officer)	Jonathan Wickman	\$ TBD

Each officer who was present accepted his or her office. Thereafter, the president presided at the meeting as chairperson, and the secretary acted as secretary.

CORPORATE SEAL

The secretary presented to the meeting for adoption a proposed form of seal of the corporation. Upon motion duly made and seconded, it was

RESOLVED, that the form of the corporate seal presented to this meeting be and hereby is adopted as the corporate seal of this corporation, and the secretary of this corporation is directed to place an impression thereof in the space directly next to this resolution.

STOCK CERTIFICATE

The secretary then presented to the meeting for adoption an agreement to propose a form of stock certificate for the corporation at a later date. Upon motion duly made and seconded, it was

RESOLVED, that the secretary would provide the form of stock certificate at a later date not less than 1 year from this date. It is understood that Aidan Fahy owns 3,000 shares and Jonathan Wickman owns 3,000 shares of the original 10,000 shares indicated of the articles of incorporation.

ACCOUNTING PERIOD

The chairperson informed the board that the next order of business was the selection of the accounting period of the corporation. After discussion and upon motion duly made and seconded, it was

RESOLVED, that the accounting period of this corporation shall end on December 31st of each year.

PRINCIPAL EXECUTIVE OFFICE

After discussion as to the exact location of the corporation's principal executive office, upon motion duly made and seconded, it was

RESOLVED, that the principal executive office of this corporation shall be located at 35 Dorman Avenue, San Francisco, CA 94124.

BANK ACCOUNT

The chairperson recommended that the corporation open a bank account with Bank of the West. Upon motion duly made and seconded, it was

RESOLVED, that the funds of this corporation shall be deposited with the bank and branch office indicated just above.

RESOLVED FURTHER, that the treasurer of this corporation is hereby authorized and directed to establish an account with said bank and to deposit the funds of this corporation therein.

RESOLVED FURTHER, that any officer, employee, or agent of this corporation is hereby authorized to endorse checks, drafts, or other evidences of indebtedness made payable to this corporation, but only for the purpose of deposit.

RESOLVED FURTHER, that all checks, drafts, and other instruments obligating this corporation to pay money shall be signed on behalf of this corporation by any one of the following:

Jonathan Wickman, Aidan Fahy

RESOLVED FURTHER, that said bank is hereby authorized to honor and pay any and all checks and drafts of this corporation signed as provided herein.

RESOLVED FURTHER, that the authority hereby conferred shall remain in force until revoked by the board of directors of this corporation and until written notice of such revocation shall have been received by said bank.

RESOLVED FURTHER, that the secretary of this corporation be and is hereby authorized to certify as to the continuing authority of these resolutions, the persons authorized to sign on behalf of this corporation and the adoption of said bank's standard form of resolution, provided that said form does not vary materially from the terms of the foregoing resolutions.

The board next considered the question of paying the expenses incurred in the formation of this corporation. A motion was made, seconded, and unanimously approved, and it was

RESOLVED, that the president and the treasurer of this corporation are authorized and empowered to pay all reasonable and proper expenses incurred in connection with the organization of the corporation, including, among others, filing, licensing, and attorney's and accountant's fees, and to reimburse any persons making any such disbursements for the corporation, and it was

FURTHER RESOLVED, that the treasurer is authorized to elect to deduct and amortize the foregoing expenditures pursuant to, and as permitted by, Section 248 of the Internal Revenue Code of 1986, as amended.]

The board of directors next considered the advantages of electing to be taxed under the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended. After discussion, upon motion duly made and seconded, it was unanimously

RESOLVED, that this corporation hereby elects to be treated as a small business corporation for federal income tax purposes under Subchapter S of the Internal Revenue Code of 1986, as amended.

RESOLVED FURTHER, that the officers of this corporation take all actions necessary and proper to effectuate the foregoing resolution, including, among other things, obtaining the requisite consents from the shareholders of this corporation and executing and filing the appropriate forms with the Internal Revenue Service within the time limits specified by law.]

The board next considered the advisability of qualifying the stock of this corporation as Section 1244 Stock as defined in Section 1244 of the Internal Revenue Code of 1986, as amended, and of organizing and managing the corporation so that it is a

small business corporation as defined in that section. Upon motion duly made and seconded, it was unanimously

RESOLVED, that the proper officers of the corporation are, subject to the requirements and restrictions of federal, California, and any other applicable securities laws, authorized to sell and issue shares of stock in return for the receipt of an aggregate amount of money and other property, as a contribution to capital and as paid-in surplus, which does not exceed \$1,000,000.

RESOLVED FURTHER, that the sale and issuance of shares shall be conducted in compliance with Section 1244 so that the corporation and its shareholders may obtain the benefits of that section.

RESOLVED FURTHER, that the proper officers of the corporation are directed to maintain such records as are necessary pursuant to Section 1244 so that any shareholder who experiences a loss on the transfer of shares of stock of the corporation may determine whether he or she qualifies for ordinary loss deduction treatment on his or her individual income tax return.]

AUTHORIZATION OF ISSUANCE OF SHARES

The board of directors next took up the matter of the sale and issuance of stock to provide capital for the corporation. Upon motion duly made and seconded, it was unanimously

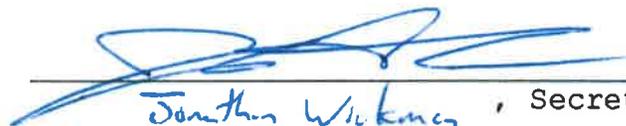
RESOLVED, that the corporation sell and issue the following number of its authorized common shares to the following persons, in the amounts and for the consideration set forth under their names below. The board also hereby determines that the fair value to the corporation of any consideration for such shares issued other than for money is as set forth below:

Name	Number of Shares	Consideration	Fair Value
Jonathan Wickman	3,000	_____	\$100,000
Aidan Fahy	3,000	_____	\$100,000
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

RESOLVED FURTHER, that these shares shall be sold and issued by this corporation strictly in accordance with the terms of the exemption from qualification of these shares as provided for in Section 25102(f) of the California Corporations Code.

RESOLVED FURTHER, that the appropriate officers of this corporation are hereby authorized and directed to take such actions and execute such documents as they may deem necessary or appropriate to effectuate the sale and issuance of such shares for such consideration.

Since there was no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.



 Jonathan Wickman, Secretary

against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 317 of the California Corporations Code.

ARTICLE VIII SHARES

SECTION 1. CERTIFICATES

The corporation shall issue certificates for its shares when fully paid. Certificates of stock shall be issued in numerical order, and shall state the name of the recordholder of the shares represented thereby; the number, designation, if any, and the class or series of shares represented thereby; and contain any statement or summary required by any applicable provision of the California Corporations Code.

Every certificate for shares shall be signed in the name of the corporation by 1) the chairperson or vice chairperson of the board or the president or a vice president and 2) by the treasurer or the secretary or an assistant secretary.

SECTION 2. TRANSFER OF SHARES

Upon surrender to the secretary or transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the secretary of the corporation to issue a new certificate to the person entitled thereto, to cancel the old certificate, and to record the transaction upon the share register of the corporation.

SECTION 3. RECORD DATE

The board of directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders or entitled to receive payment of any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any other lawful action. The record date so fixed shall not be more than sixty (60) days nor less than ten (10) days prior to the

date of the meeting nor more than sixty (60) days prior to any other action. When a record date is so fixed, only shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

**ARTICLE IX
AMENDMENT OF BYLAWS**

SECTION 1. BY SHAREHOLDERS

Bylaws may be adopted, amended, or repealed by the affirmative vote or by the written consent of holders of a majority of the outstanding shares of the corporation entitled to vote. However, a bylaw amendment which reduces the fixed number of directors to a number less than five (5) shall not be effective if the votes cast against the amendment or the shares not consenting to its adoption are equal to more than 16-2/3 percent of the outstanding shares entitled to vote.

SECTION 2. BY DIRECTORS

Subject to the right of shareholders to adopt, amend, or repeal bylaws, the directors may adopt, amend, or repeal any bylaw, except that a bylaw amendment changing the authorized number of directors may be adopted by the board of directors only if prior to the issuance of shares.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the bylaws of the corporation named in the title thereto and that such bylaws were duly adopted by the board of directors of the corporation on the date set forth below.

Dated: 12/16/2014

 , Secretary

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Wickman Development & Construction

Project: Frick MS Modernization - New Site Fence, Signage & Interior Finishes Re-Bid

Project #: 15105

Estimate: \$2,000,000

Date: Wednesday, November 8, 2017

Time: 2:30 pm

Project Mgr: John Esposito

Architect: DSK Architects

Based Bid

\$ 1,500,000.00

LBU Credit Based on Policy:
50.82%

Verified Local Business Participation

2.0%

\$ 30,000.00

Based Bid W/ LBP Discount

\$ 1,470,000.00

This firm meets the minimum 50% LBU requirement and receives a 2% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Wickman Development & Construction				
Address: 6250 Village Pkwy				1
City/State: Dublin, CA				2
Phone:(925) 556-0163				3
				4
Company: AMG				
Address: 3438 Helen Street		15.52%		1
City/State: Oakland, CA				2
Phone: (510) 654-8441				3
				4
Company: North American Fence & Railing				
Address: 515 23rd Avenue				1
City/State: Oakland, CA		25.34%		2
Phone:(510)436-0755				3
				4
Company: Allied Painters				
Address: 3425 Ertle Street				1
City/State: Oakland, CA		3.93%		2
Phone: (510) 658-4315				3
				4



	LBE	SLB	SLBR	COMMENTS:
Company: Summerhill Electric				
Address: 5230 E. 12th Street				1
City/State: Oakland, CA			4.70%	2
Phone:(510) 536-1685				3
				4
Company: Economy Lumber				
Address: 750 High Street				1
City/State: Oakland, CA	1.33%			2
Phone: (510) 208-6100				3
				4
TOTAL PARTICIPATION	1.33%	44.79%	4.70%	
	50.82%*			

* Total LBU % Proposed



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction**
 Project: Fritch MS Modernization - New Site Fence, Signage & Interior Finishes
 Project #: 15105
 Estimate: \$2,000,000

Date: Monday, September 25, 2017
 Time: 2:30 pm
 Project Mgr: John Esposito
 Architect: DSK Architects

Based Bid

\$ 1,600,000.00

Verified Local Business Participation

3.0% \$ 48,000.00

Based Bid w/ LBP Discount

\$ 1,552,000.00

LBU Credit Based on Policy:
67.20%

This firm meets the minimum 50% LBU requirement and receives a 3% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Bay Construction				
Address: 4026 Martin Luther King Jr. Way		55.00%		1
City/State: Oakland, CA				2
Phone:(510)658-7225				3
				4
Company: Comack Plumbing				
Address: 825 8th Avenue			3.70%	1
City/State: Oakland, CA				2
Phone: (510) 834-9544				3
				4
Company: AEKO Consulting				
Address: 1939 Harrison Street #420		1.5%		1
City/State: Oakland, CA				2
Phone:(510) 763-2356				3
				4
Company: Summerhill Electric				
Address: 5230 E. 12th Street			4.0%	1
City/State: Oakland, CA				2
Phone:(510) 536-1685				3
				4
TOTAL PARTICIPATION	3.00%	56.50%	7.70%	
				67.20%*

* Total LBU % Proposed



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Mar Con Builders, Inc.**

Project: Frick MS Modernization - New Site Fence, Signage & Interior Finishes

Project #: 15105

Estimate: \$2,000,000

Date: Monday, September 25, 2017

Time: 2:30 pm

Project Mgr: John Esposito

Architect: DSK Architects

Based Bid

\$ 1,795,400.00

LBU Credit Based on Policy:

50.66%

Verified Local Business Participation

0.0%

\$

-

Based Bid w/ LBP Discount

\$ 1,795,400.00

NON-RESPONSIVE

This firm did not meet the minimum
50% LBU requirement and receives
0% bid discount toward its based
bid

	LBE	SLB	SLBR	COMMENTS:
Company: Mar Con Builders, Inc.				1 No LBP Information Received
Address: 8108 Capwell Drive				2
City/State: Oakland, CA				3
Phone: (510) 639-1914				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
TOTAL PARTICIPATION	0.00%	0.00%	0.00%	0.00% *

* Total LBU % Proposed

APPROVAL - LBU Compliance Officer

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid-Frick Middle School
 Project: Mod New Fence
 Project #: 15105
 Estimate: \$2,000,000

Date: Wednesday, November 8, 2017
 Time: 2:30 PM
 Project Mgr: John Esposito
 Architect: DSK Architects

Signature of Witness to Bid

Signature of Bid Opener

Company:	Bay Construction	Base Bid:	\$1,500,000.00		Required Day of Bid:	
Address:	4026 Martin Luther King Jr Way	Allowance +	\$50,000.00		Signed Bid Form	X
City/State:	Oakland, CA		\$1,550,000.00		Addendum Acknow.	X
Phone:	510-658-7225	Alternates:	\$40,000.00		Bid Bond	X
Fax:	510-658-4890		\$51,000.00		Non-Collusion	X
			\$25,000.00		Iran Contracting Certification	X
		Deductive	(\$38,000.00)		Site Visit Certification	X
		TOTAL	\$1,628,000.00		Contractor's Sub List	X
			<u>Time Submitted</u>	<u>Date Submitted</u>		
			2:26 PM	11/8/2017		
			<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
			2:33 PM	11/8/2017	Debarment Suspension & Schd Z	X
					Local Business Participation Form	X
					DVBE Forms/ DIR Numbers	X

Company:	Mar Con Builders, Inc.	Base Bid:	\$1,577,000.00		Required Day of Bid:	
Address:	8198A Capwell Dr	Allowance +	\$50,000.00		Signed Bid Form	X
City/State:	Oakland, CA		\$1,627,000.00		Addendum Acknow.	X
Phone:	510-639-1914	Alternates:	\$44,900.00		Bid Bond	X
Fax:	510-639-1915		\$74,180.00		Non-Collusion	X
			\$68,900.00		Iran Contracting Certification	X
		Deductive	(\$38,200.00)		Site Visit Certification	X
		TOTAL	\$1,776,780.00		Contractor's Sub List	X
			<u>Time Submitted</u>	<u>Date Submitted</u>		
			2:23 PM	11/8/2017		
			<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	
			2:33 PM	11/8/2017	Debarment Suspension & Schd Z	X
					Local Business Participation Form	X
					DVBE Forms/ DIR Numbers	X

Company:	Wickman Development Construction	Base Bid:	\$1,400,000.00		Required Day of Bid:	
Address:	5616 Mission St	Allowance +	\$50,000.00		Signed Bid Form	X
City/State:	San Francisco, CA		\$1,450,000.00		Addendum Acknow.	X
Phone:	415-239-4500	Alternates:	\$15,000.00		Bid Bond	X
Fax:	415-239-4511		\$60,000.00		Non-Collusion	X
			\$25,000.00		Iran Contracting Certification	X
		Deductive	(\$50,000.00)		Site Visit Certification	X
		TOTAL	\$1,550,000.00		Contractor's Sub List	X
			<u>Time Submitted</u>	<u>Date Submitted</u>		
			2:09 PM	11/8/2017		
			<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs	X
			2:33 PM	11/8/2017	Debarment Suspension & Schd Z	X
					Local Business Participation Form	X
					DVBE Forms/ DIR Numbers	X

Company:		Base Bid:			Required Day of Bid:	
Address:		Allowance +	\$50,000.00		Signed Bid Form	
City/State:					Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
		TOTAL			Iran Contracting Certification	



John Esposito <john.esposito@ousd.org>

Frick ISS Mod Project - Contract Agreement

6 messages

John Esposito <john.esposito@ousd.org>

Thu, Dec 28, 2017 at 1:47 PM

To: Jonathan Wickman <jonathan@wickmandev.com>

Bcc: Tadashi Nakadegawa <tadashi.nakadegawa@ousd.org>

Hi Jonathan,

This is to confirm what we discussed on December 14, 2017 as pertains to Wickman Development and Construction being the low bidder for the above referenced project. As stated the project is presently over budget based on the present design and your low bid for the project, therefore and again, as agreed the District will issue a contract for the following dollars and conditions:

1. The contract price will be the base bid of \$1,400,000 which includes the present fence design, not including the \$50,000 dollar credit for a lessor fence design, all the alternates and the District's allowance of \$50,000 totaling \$1,550,000.

2. The construction of the fence (\$419,000) will be put on hold until we can determine if the project can afford this amount or a lessor fence design to be within the total project budget after or toward the end of the project that we don't exceed the District's allowance and or change order dollars over the allowance. In addition, if the installation of the fence does go forward and beyond the contract duration of the project Wickman Development and Construction will not request additional compensation.

3. In that the project will commence and continue during the school year some of the work will be staggered and coordinated with the Principle's on going scholastic program, again at no request for additional compensation.

If you agree with the above please acknowledge and I will issue the District's paper work to get your contract issued.

Thanks, John

John Esposito

Facilities Project Manager

Oakland Unified School District

Every Student Thrives

www.ousd.org

john.esposito@ousd.org

office 510-535-7049

cell 510-277-6530

Jonathan Wickman <jonathan@wickmandev.com>

Thu, Dec 28, 2017 at 1:49 PM

To: John Esposito <john.esposito@ousd.org>

John

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: WICKHAM DEVELOPMENT AND CONSTRUCTION
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **15105**

PROJECT: Re-Bid-Frick ISS – New Site Fence, Signage & Interior Finishes

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND dollars	1,450,000	<i>JDW</i>
<u>ONE MILLION FOUR HUNDRED THOUSAND DOLLARS</u>	<u>1,400,000</u>	
Base Bid Amount		
Fifty thousand dollars	\$ 50,000.00	
Contingency Allowance Amount		
ONE MILLION FIVE HUNDRED THOUSAND dollars	1,500,000	<i>JDW</i>
<u>ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND DOLLARS</u>	<u>1,450,000</u>	
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.		

Additive/Deductive Alternates:

Alternate #1 Painting existing lockers.

Twenty-five thousand dollars	25,000	
<u>Fifteen thousand - dollars</u>	<u>15,000</u>	
Additive/Deductive		

Alternate #2 Removal of existing bleachers & Furnish and Install new bleachers.

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: WICKMAN DEVELOPMENT AND CONSTRUCTION
 PROJECT: REAR D FENCE IMPACT ACADEMY - NEW SITE FENCE,
 PROJECT # 15105
 ESTIMATE:

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: WICKMAN DEVELOPMENT AND CONSTRUCTION Address: 5010 MISSION ST. City/State: SAN FRANCISCO, CA 94112 Phone: (415) 239-4500	\$				
Company: ASBESTOS MANAGEMENT GROUP Address: 3430 HELEN ST. City/State: OAKLAND, CA 94608 Phone: (510) 654-8441	\$167,651.00		12%		5331
Company: NORTH AMERICAN FENCE AND SIGNING Address: 515 23rd AVE. City/State: OAKLAND, CA 94606 Phone: (510) 430-0755	\$428,165		30.6%		5387
Company: SUMMERHILL ELECTRICAL Address: 5230 E-12TH ST. City/State: OAKLAND, CA 94601 Phone: (510) 530-1085	\$50,500		3.6%		3657
Company: ADLER PAINTERS Address: 3425 ETTIE ST. City/State: OAKLAND, CA 94608 Phone: (510) 658-4315	\$58,884.00		4.2%		6959
TOTAL PARTICIPATION	\$0.00	0.0%	50.4%	0.0%	0.0%

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

SIXTY THOUSAND dollars \$ 60,000
Additive/Deductive

Alternate #3 Installation of new sound system.

TWENTY-FIVE THOUSAND dollars \$ 25,000
Additive/Deductive

Alternate #4 Installation of new perimeter fence

- FIFTY THOUSAND dollars \$ - 50,000
Additive/Deductive

Final Total including Alternates: ONE MILLION FIVE HUNDRED THOUSAND DOLLARS
\$ 1,500,000

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. ~~**Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):~~

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

~~Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed upon price amount.~~

2. ~~**Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.~~

~~The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.~~

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>08/29/17</u> No. <u>2</u> , Dated <u>09/12/17</u>	No. <u>7</u> , Dated <u>09/20/17</u> No. <u>8</u> , Dated <u>09/20/17</u>
No. <u>3</u> , Dated <u>09/12/17</u> No. <u>4</u> , Dated <u>09/14/17</u>	No. <u>9</u> , Dated <u>09/22/17</u> No. <u>10</u> , Dated <u>10/13/17</u>
No. <u>5</u> , Dated <u>09/15/17</u> No. <u>6</u> , Dated <u>09/18/17</u>	No. <u>1 Pre-bid</u> , Dated <u>10/31/17</u> No. <u>2 Re-bid</u> , Dated <u>11/3/17</u> No. <u>3 Re-bid</u> , Dated <u>11/3/17</u>

10. Bidder acknowledges that the license required for performance of the Work is a B and / or A license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 8 day of NOVEMBER 20 17

Name of Bidder: WICKMAN DEVELOPMENT AND CONSTRUCTION

Type of Organization: CORPORATION

Signed by: JONATHAN WICKMAN 

Title of Signer: CHIEF BUSINESS OFFICER

Address of Bidder: 5616 MISSION ST., SAN FRANCISCO, CA 94112

Taxpayer Identification No. of Bidder: 80-0799466

Telephone Number: (415) 239-4500

Fax Number: (415) 239-4511

E-mail: jonathan@wickmandev.com Web Page: www.wickmandev.com

Contractor's License No(s): No.: 970768 Class: A & B Expiration Date: 08/31/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002945

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Bay Construction ()
 Project: Frick Interior
 Project #: 15105
 Estimate:

Bid Opening Date: 11/9/2017
 Time: 2:30PM
 Project Mgr:
 Architect:

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

Base Bid Dollar Amount	\$ 1,628,000.00	LBE %	SLB %	SLBR %	City of Oakland Certification No.
Total Dollar Amount of Work					
PRIME Company: Bay Construction Co. Address: 4026 Martin Luther King Jr. Way City/State: Oakland, CA 94609 Phone: 510-658-7225	\$ 974,996.00		59.9%		2170
Company: Comack Address: City/State: Oakland, CA Phone:	\$ 61,315.00		3.8%		
Company: Aeko Consulting Address: City/State: Oakland, CA Phone:	\$ 24,572.00		1.5%		4064
Company: First Service Address: City/State: Petaluma, CA Phone:	\$ 65,100.00				
Company: Harrison Drywall Address: City/State: San Francisco, CA Phone:	\$ 24,657.00				
Company: Summerhill Electric Address: City/State: Oakland, CA Phone:	\$ 65,500.000		4.0%		3657

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

Company: Service Metal product								
Address:								
City/State: Oakland, CA								
Phone:								
Company: JMA Construction								
Address:								
City/State: San Francisco, CA								
Phone:								
Company: Crusader Fence								
Address:								
City/State: Vallejo, CA								
Phone:								
TOTAL PARTICIPATION								
	\$	2,660,000	0.2%					
	\$	15,500.00						
	\$	393,700.00						
	\$	1,628,000.00	0.2%	69.2%	0.0%			69.4%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

Additional Detail Regarding Calculation of Base Bid

1. ~~**Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):~~

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

~~Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed upon price amount.~~

2. ~~**Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.~~

~~The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.~~

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Mark Lee & Yong Kay Inc. DBA, Bay Construction Co.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **15105**

PROJECT: Re-Bid-Frick ISS – New Site Fence, Signage & Interior Finishes

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>One million five hundred thousands</u>	dollars	\$ <u>1,500,000</u>
Base Bid Amount		
<u>Fifty thousand</u>	dollars	\$ <u>50,000.00</u>
Contingency Allowance Amount		
<u>One million five hundred fifty thousands</u>	dollars	\$ <u>1,550,000</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.		

Additive/Deductive Alternates:

Alternate #1 Painting existing lockers.

<u>Forty thousands</u>	dollars	\$ <u>40,000</u>
Additive/Deductive		
<u>forty thousand</u>		

Alternate #2 Removal of existing bleachers & Furnish and Install new bleachers.

Fifty one thousands dollars \$ 51,000
Additive/Deductive

Alternate #3 Installation of new sound system.

Twenty five thousands dollars \$ 25,000
Additive/Deductive

Alternate #4 Installation of new perimeter fence

Thirty eight thousands dollars \$ 38,000
Additive/Deductive

Final Total including Alternates: 1,628,000

one million six hundred ~~thousands~~ twenty eight thousands

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>08/31/17</u>	No. <u>4</u> , Dated <u>09/15/17</u>
No. <u>2</u> , Dated <u>09/12/17</u>	No. <u>5</u> , Dated <u>09/15/17</u>
No. <u>3</u> , Dated <u>09/12/17</u>	No. <u>6</u> , Dated <u>09/18/17</u>

10. Bidder acknowledges that the license required for performance of the Work is a A2 B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>7</u> , Dated <u>09/20/17</u>	No. <u>10</u> , Dated <u>10/13/17</u>
No. <u>8</u> , Dated <u>09/20/17</u>	No. <u>1</u> ^{Re-Bid} , Dated <u>11/01/17</u>
No. <u>9</u> , Dated <u>09/22/17</u>	No. <u>2</u> ^{RC-Bid} , Dated <u>11/03/17</u>

10. Bidder acknowledges that the license required for performance of the Work is a A & B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>3</u> , ^{RC-BID} Dated <u>11/03/17</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a A & B license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

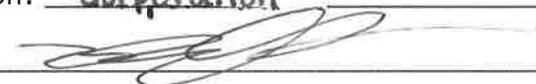
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 8 day of November 20 17

Name of Bidder: Bay Construction Co.

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 4026 Martin Luther King Jr. Way Oakland CA, 94609

Taxpayer Identification No. of Bidder: 943102890

Telephone Number: (510) 658-7225

Fax Number: (510) 658-4890

E-mail: yongkay@yahoo.com Web Page: _____

Contractor's License No(s): No.: 593411 , Class: A, B, C-27, C33 Expiration Date: 05/31/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100000006de

END OF DOCUMENT

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Mar Con Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **15105**

PROJECT: Re-Bid-Frick ISS – New Site Fence, Signage & Interior Finishes

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>One Million Five Hundred Seventy Seven thousand</u> dollars	\$ <u>1,577,000</u>
Base Bid Amount	
<u>Fifty thousand</u> dollars	\$ <u>50,000.00</u>
Contingency Allowance Amount	
<u>One Million Six Hundred twenty Seven thousand</u> dollars	\$ <u>1,627,000</u>
Total Bid Amount	
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.	

Additive/Deductive Alternates:

Alternate #1 Painting existing lockers.

<u>Forty Four thousand nine Hundred</u> dollars	\$ <u>44,900</u>
Additive/Deductive	

Alternate #2 Removal of existing bleachers & Furnish and Install new bleachers.

Seventy four thousand one hundred and eighty dollars \$ 74,180
Additive/Deductive

Alternate #3 Installation of new sound system.

Sixty eight thousand nine hundred dollars \$ 68,900
Additive/Deductive

Alternate #4 Installation of new perimeter fence

Thirty Eight thousand two hundred dollars \$ 38,200
Additive/Deductive

Final Total including Alternates: \$1,776,780

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

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Additional Detail Regarding Calculation of Base Bid

1. ~~**Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):~~

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

~~Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed upon price amount.~~

2. ~~**Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.~~

~~The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.~~

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>11/01/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>11/06/17</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>11/03/17</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a B _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

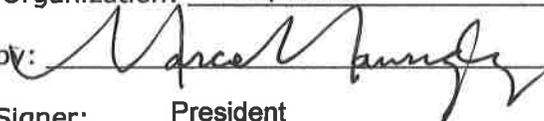
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 8th day of November 20 17

Name of Bidder: Mar Con Builders, Inc.

Type of Organization: Corporation

Signed by:  Marco Manriquez

Title of Signer: President

Address of Bidder: 8108A Capwell Drive, Oakland, CA 94621

Taxpayer Identification No. of Bidder: 81-4673000

Telephone Number: (510) 639-1914

Fax Number: (510) 639-1915

E-mail: marco@marconcompany.com Web Page: www.marconcompany.com

Contractor's License No(s): No.: 829636 Class: B,C15,C9, C6 Expiration Date: 03.31.2019

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000049865

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and _____
WICKMAN DEVELOPMENT AND CONSTRUCTION ("Principal") have entered into a
contract for the furnishing of all materials and labor, services and transportation, necessary,
convenient, and proper to perform the following project:

Frick Intensive Support Site, New Site Fence, Signage & Interior Finishes, Project No. 15105

("Project" or "Contract") which Contract dated _____, 20____, and all of the
Contract Documents attached to or forming a part of the Contract, are hereby referred to and made
a part hereof; and

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

NOW, THEREFORE, the Principal and _____
ENDURANCE ASSURANCE CORPORATION ("Surety") are held
and firmly bound unto the Board of the District in the penal sum of

One Million Five Hundred Fifty Thousand and 00/100

Dollars (\$ 1,550,000.00), lawful money of the United States, for the payment of which sum
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing
the Contract in accordance with its terms and conditions, and upon determination by the District of
the lowest responsible bidder, arrange for a contract between such bidder and the District and make
available as Work progresses sufficient funds to pay the cost of completion less the "balance of the
Contract Price," and to pay and perform all obligations of Principals under the Contract, including,
without limitation, all obligations with respect to warranties, guarantees and the payment of
liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall
mean the total amount payable to Principal by the District under the Contract and any modifications
thereto, less the amount previously paid by the District to the Principal, less any withholdings by the
District allowed under the Contract. District shall not be required or obligated to accept a tender of
a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18 day of January, 2018.

WICKMAN DEVELOPMENT AND CONSTRUCTION

ENDURANCE ASSURANCE CORPORATION

Principal

Surety

By

By

Nathan Varnold, Attorney-In-Fact

Name of California Agent of Surety

Aon Risk Insurance Services West, Inc.

Address of California Agent of Surety

707 Wilshire Blvd. Suite 2600 Los Angeles, CA 90017

OAKLAND UNIFIED SCHOOL DISTRICT
Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-2

213-630-3200

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-3**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 18 2018 before me, Vanessa Fong, Notary Public, personally appeared Nathan Varnold 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


Signature of Notary Public

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and WICKMAN DEVELOPMENT AND CONSTRUCTION, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Frick Intensive Support Site, New Site Fence, Signage & Interior Finishes, Project No. 15105

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and ENDURANCE ASSURANCE CORPORATION ("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Million Five Hundred Fifty Thousand and 00/100 Dollars (\$ 1,550,000.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

OAKLAND UNIFIED SCHOOL DISTRICT
Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

PAYMENT BOND
DOCUMENT 00 61 13.16-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18 day of January, 2018.

WICKMAN DEVELOPMENT AND CONSTRUCTION

ENDURANCE ASSURANCE CORPORATION

Principal

Surety



By

By

Nathan Varnold, Attorney-In-Fact

Name of California Agent of Surety

Aon Risk Insurance Services West, Inc

Address of California Agent of Surety

707 Wilshire Blvd. Suite 2600 Los Angeles, CA 90017

Telephone No. of California Agent of Surety

213-630-3200

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

**PAYMENT BOND
DOCUMENT 00 61 13.16-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JAN 18 2018 before me, Vanessa Fong, Notary Public, personally appeared Nathan Varnold 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 
Signature of Notary Public

ENDURANCE ASSURANCE CORPORATION

POAA000008114 124

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint TOM BRANIGAN, NATHAN VARNOLD, JAMES ROSS, DARAVY MADY its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 8th day of March, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

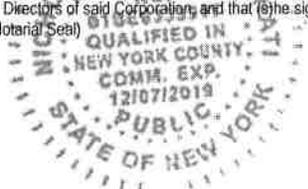
Marianne L. Wilbert signature and name: MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature and name: SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

On the 8th day of March, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order. (Notarial Seal)



Nicholas James Benenati signature

NICHOLAS JAMES BENENATI, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others: CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this day of , 20

(Corporate Seal)



Christopher Donelan signature and date stamp: JAN 18 2018 CHRISTOPHER DONELAN, PRESIDENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the SECRETARY of WICKMAN DEVELOPMENT AND CONSTRUCTION, the party making the foregoing bid.
[Title] [Name of Firm]

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 11/08/17,
[Date]

at SAN FRANCISCO, CA.
[City] [State]

Date: NOVEMBER 8, 2017

Proper Name of Bidder: WICKMAN DEVELOPMENT AND CONSTRUCTION

Signature: 

Print Name: JONATHAN WICKMAN

Title: CHIEF BUSINESS OFFICER

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: 15105 between Oakland Unified School District ("District") and WICKMAN DEVELOPMENT AND CONSTRUCTION ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer 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 section 2203(b), and we are 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.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) <u>WICKMAN DEVELOPMENT AND CONSTRUCTION</u>	Federal ID Number (or n/a) <u>80-0799466</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>JONATHAN WICKMAN</u> <u>CHIEF BUSINESS OFFICER</u>	Date Executed <u>NOVEMBER 9, 2017</u>

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, WICKMAN DEVELOPMENT AND CONSTRUCTION, as Principal ("Principal"),

and ENDURANCE ASSURANCE CORPORATION, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Total Amount Bid Dollars (\$ 10% of Bid Amount)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: *** ("Project" or "Contract").

***Bid No. 15105, Re-Bid-Frick Impact Academy – New Site Fence, Signage & Interior Finishes 2845 65th Avenue, Oakland, CA 94605

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, 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,

OAKLAND UNIFIED SCHOOL DISTRICT

**BID BOND
DOCUMENT 00 43 13-1**

Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 19 day of October, 2017.

WICKMAN DEVELOPMENT AND CONSTRUCTION

Principal



By

ENDURANCE ASSURANCE CORPORATION

Surety



By

Tom Branigan, Attorney-In-Fact

Name of California Agent of Surety

Aon Risk Insurance Services West, Inc.,
707 Wilshire Blvd., Suite 2600, Los Angeles, CA 90017

Address of California Agent of Surety

(213) 630-3200

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Frick Intensive Support Site
New Site Fence, Signage & Interior Finishes
Project No. 15105
January 11, 2017

**BID BOND
DOCUMENT 00 43 13-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

OCT 19 2017

On _____ before me, Sam Fazzini, Notary Public, personally appeared Tom Branigan 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

Sam Fazzini

Signature of Notary Public

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

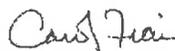
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As where required by written contract prior to loss	All covered locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As where required by written contract prior to loss	All covered locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization As Required by Written Contract Prior To Loss.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE
LIMIT
WITH MAXIMUM POLICY AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):	
All projects performed by the Named Insured.	
Designated Construction Project General Aggregate Limit of Insurance:	\$2,000,000
Maximum Policy Aggregate Limit of Insurance:	\$5,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single Designated Construction Project shown in the **SCHEDULE** above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount shown in the **SCHEDULE** above. However, regardless of the number of construction projects and under no circumstances will we pay any more than the Maximum Policy Aggregate stated in the endorsement **SCHEDULE** above.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expense shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the **SCHEDULE** above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the Maximum Policy Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expense caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **SCHEDULE** above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expense shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit. They will however, contribute towards the Maximum Policy Aggregate.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit. They will however, contribute toward the Maximum Policy Aggregate.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):As where required by written contract prior to loss

Effective Date:3/25/2017

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Wickman Development and Construction, Inc.

Endorsement Effective:

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of

Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2018

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

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

PRODUCER Willis Towers Watson 12980 Metcalf Ave Suite 500 Overland Park KS 66213	CONTACT NAME: Napa	
	PHONE (A/C, No Ext): (707) 863.1894	FAX (A/C, NO): (360) 828-0699
EMAIL ADDRESS: Daniel.Cahill@bbsihq.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Barrett Business Services, Inc. L/C/F
WICKMAN DEVELOPMENT AND CONSTRUCTION
5616 MISSION ST
SAN FRANCISCO, CA 94110

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	RWC C64381611 Covered states: CA	05/01/17	05/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$2,000,000
							E.L. DISEASE - POLICY LIMIT	\$2,000,000

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

CERTIFICATE HOLDER Frick Intensive Support Site - New Fence, Signage & Interior Finishes 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Rep <i>Brian Hoster</i>
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/29/2018

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

AGENCY Aon Risk Insurance Services West, Inc. 425 Market Street, Suite 2800 San Francisco, CA 94105		PHONE (A/C, NO, Ext): (831) 422-9831	COMPANY Hanover Insurance Company	
FAX (A/C, No): (415) 486-7000	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:	570000071607			
INSURED Wickman Development and Co. 5616 Mission Street San Francisco, CA 94112 USA		LOAN NUMBER	POLICY NUMBER IHF D486274 00	
		EFFECTIVE DATE 02/01/2018	EXPIRATION DATE 08/20/2018	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :

Certificate No : 570067693834

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project:
Renovation and Remodel of a Wood Frame Building Complex Occupied as a Public School
Located
2845 65th Avenue
Oakland, CA

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	X	
					AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk						
	Pre-Existing Structure NOT Covered				Not Covered	
	Limit For New Construction				\$1,550,000	\$5,000
	Limit for All Buildings or Structures At Any One Jobsite				\$1,550,000	\$5,000
	Covered Property In Transit				\$250,000	\$5,000
	Covered Property in Temporary Storage or Off Site				\$250,000	\$5,000
	Fabrication				\$50,000	\$5,000
	Flood Coverage					
	Maximum Per Occurrence & Aggregate Limit				\$1,550,000	\$25,000
	Earthquake Coverage					
	Maximum Per Occurrence & Aggregate Limit				\$1,550,000	5% VATOL

REMARKS (Including Special Conditions)

Oakland Unified School District and OUSD PLA Administration are named as Additional Insured and Loss Payee.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Oakland Unified School District Attn: John Esposito 955 High Street Oakland CA 94601 USA	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
		MORTGAGEE				
		LOAN #				
AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>						

WALSH CARTER & ASSOC
 425 CALIFORNIA ST 400
 SAN FRANCISCO, CA 94104
 1-415-217-6200



Policy number: 02868114-0

Underwritten by:
 UNITED FINANCIAL CASUALTY COMPANY
 March 15, 2016
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured OAKLAND UNIFIED SCH 955 HIGH STREET OAKLAND, CA 94601	WICKMAN DEVELOPMENT AND CONSTRUCTION, INC. 319 RUTLEDGE STREET SAN FRANCISCO, CA 94110	WALSH CARTER & ASSOC 425 CALIFORNIA ST 400 SAN FRANCISCO, CA 94104

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 7, 2016 Policy Expiration Date: Feb 7, 2017

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST	\$1,000,000 COMBINED SINGLE LIMIT
ANY AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

Description	Amount	Stated Amount
2003 ISUZU NPR JALB4B14437006629		\$14,500
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$500 DED	
COLLISION	\$500 W/WAIVER DED	
RENTAL REIMBURSEMENT	\$30 PER DAY (\$900 MAX)	
2014 NISSAN FRONTIER 1N6AD0EV4EN731521		
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$500 DED	
COLLISION	\$500 W/WAIVER DED	
2008 CHEVROLET SILVERADO C2500 1GCHC29608E174131		
MEDICAL PAYMENTS	\$5,000	
2012 ORLANDI TRAILER 4HXDT1221CC159321		

Policy number: 02868114-0

Page 2 of 2

Certificate number

07516NET114

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "R. P. [unclear]".

Form 5241 (10/02)



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

- Business Auto Coverage Form
- Motor Truck Cargo Legal Liability Coverage Form
- Commercial General Liability Coverage Form

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601

This endorsement applies to Policy Number: 02868114-0

Issued to: WICKMAN DEVELOPMENT AND CONSTRUCTION IN

Endorsement Effective: 03/15/2016

Expiration: 02/07/2017

All other terms, limits and provisions of this policy remain unchanged.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Frick New Fence	Site	203
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Basic Directions

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

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

Contractor Name	Wickman Development & Construction	Agency's Contact	Jonathan Wickman		
OUSD Vendor ID #	V061445	Title	Project Manager		
Street Address	319 Ruthledge Street	City	San Francisco	State	CA
Telephone	415-215-3473	Policy Expires			
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	15105				

Term

Date Work Will Begin	2-28-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-30-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,550,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure B	20339901893	6271	\$1,542,092.72
9450	Fund 21, Measure J	2039905890	6271	\$7,907.28

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature		Date Approved	2/1/18
2.	General Counsel, Department of Facilities Planning and Management	Signature		Date Approved	2/5/18
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	