

Board Office Use: Legislative File Info.	
File ID Number	24-2951
Introduction Date	01-08-2025
Enactment Number	24-2380
Enactment Date	1/8/2025 CJH



Memo (Bid Award)

To Board of Education

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

Board Meeting Date January 8, 2025

Subject Changer Order No. 1 to Agreement Between Owner and Contractor - Arntz Builders, Inc. – Laurel Child Development Center (CDC) Replacement Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Change Oder No. 1 to Agreement Between Owner and Contractor, by and between the **District** and **Arntz Builders, Inc., Petaluma, California** for the latter to provide office and field overhead expenses, materials and equipment for the **Laurel Child Development Center (CDC) Replacement Project**, in the not to exceed amount of **\$500,000.00** increasing the contract price from **\$14,174,463.00** to **\$14,674,463.00**, and extending the term of the Agreement for an additional 330 calendar days, from June 23, 2022 to September 21, 2023, through August 16, 2024. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order No. 1 is for office and field overhead expenses, materials and equipment and an extension of the term for additional Three Hundred Thirty (330) calendar days.

LBP (Local Business Participation Percentage) 62.00%

Recommendation Approval by the Board of Education of Change Oder No. 1 to Agreement Between Owner and Contractor by and between the District and Arntz Builders, Inc., Petaluma, California for the latter to provide office and field overhead expenses, materials and equipment for the Laurel Child Development Center (CDC) Replacement Project, in the not to exceed amount of \$500,000.00 increasing the contract price from \$14,174,463.00 to \$14,674,463.00, and extending the term of the Agreement for an additional 330 calendar days, from June 23, 2022 to September 21, 2023, through August 16, 2024. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Change Order No. 1
- Routing Form
- File ID 22-1325

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER

For Design-Bid-Build Contract

Owner: Oakland Unified School District
Project: Laurel Child Development Center
School: Laurel Elementary
Contractor: Arntz Builders, Inc.

Change Order No.: 1

Date: 09/25/2024

DSA File No.: 01
DSA Application No.: 119822
OUSD Project #: 17126
Project Manager: Mary Ledezma

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

\$500,000 Extended General Conditions COR#73

\$500,00.00 Net change

Final amounts are negotiated & approved by the Executive Director of Facilities and Arntz.
Time is adjusted 330 calendar days from 9/21/2023 to 8/16/2024 (330 cal. days).

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$500,000.00

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 330 calendar days

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SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$14,174,463.00
Prior Change Orders:	+ \$0.00
Total Contract Price Prior to this Change Order	= \$0.00
This Change Order's Adjustment:	+ \$500,000.00
Adjusted Contract Price (include all special and contingency allowances):	= \$14,674,463.00

Current Change Order's Percentage of Original Contract Price:	0%
Total Change Orders' Percentage of Original Contract Price:	3.5%

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

[NOTE TO OWNER: Use one of the two following "Summary of Adjustments to Time for Completion" tables depending on whether the contract requires completion (a) within a specified number of days, or (b) by a specific date.]

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	455 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 330 Calendar Days
Adjusted contract time:	= 785 Calendar Days

Start Date per Notice to Proceed:	06/23/2022
Completion Deadline Based on Adjusted Contract Time:	08/16/2024

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

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

<p>Approved: Architect of Record</p> <p style="text-align: center;">Lauren M. Maass</p> <hr/> <p>Print Name:</p> <p style="text-align: center;"><i>Lauren M. Maass</i></p> <hr/> <p>Signature:</p> <p style="text-align: center;">10/09/24</p> <hr/> <p>Date:</p> <p>Approved as to Form:</p> <p style="text-align: center;"><i>James Traber</i></p> <hr/> <p>OUSD Facilities Counsel</p> <p style="text-align: center;">Date: 11/22/2024</p>	<p>Approved and Agreed: General Contractor</p> <p style="text-align: center;"><i>Sam Amutz</i></p> <hr/> <p>Print Name:</p> <p style="text-align: center;"><i>Sam Amutz</i></p> <hr/> <p>Signature:</p> <p style="text-align: center;">10/11/24</p> <hr/> <p>Date:</p>	<p>Approved and Agreed:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>Executive Director, Facilities</p> <p style="text-align: center;">10/28/24</p> <hr/> <p>Date:</p> <hr/> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>Chief Systems & Services Officer, Facilities</p> <p style="text-align: center;">10/28/24</p> <hr/> <p>Date:</p>
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Name: Jennifer Brouhard
Title: President, Board of Education

Sign: *[Signature]* Date: 1/9/2025

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign: *[Signature]* Date: 1/9/2025



Arntz Builders, Inc.

431 Payran St, Petaluma CA 94952 License No. 856393 T (415) 382-1188 F (415) 883-3756 www.arntzbuilders.com

August 5, 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject : **Laurel Child Development Center Replacement**
File No. : 73 Extended GC Settlement from Allowance
7/22/24 Meeting

Good Afternoon Kenya,

This PCO serves to confirm the withdraw of the remaining allowance on the Laurel CDC project for the negotiated, reduced partial payment of the extended general conditions. This CCR is only agreed upon when followed by a \$500,000 Change Order to complete the negotiated down partial payment of extended general conditions.

PCO/CCR Global Settlement	\$300,000.00
Extended GCs From Allowance	\$205,854.54
Remaining Extended GCs Forthcoming C.O.	\$500,000.00
TOTAL:	\$1,005,854.54
 TOTAL OF ALLOWANCE DRAW FROM PCO 73:	 \$205,854.54

Sincerely,

ARNTZ BUILDERS, INC.

Sam Arntz
Project Manager

dg
enc



Arntz Builders, Inc.

431 Fayram St, Petaluma CA 94952 License No. 856393 T (707) 835-2900 F (707) 835-2993 www.arntzbuilders.com

April 11, 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Old. Backup only

Subject : **Laurel Child Development Center Replacement**
File No. . . . : **35.1 Extended General Conditions**
March Schedule Update

Good Morning Mary,

Attached, please find the costs for extended general conditions due to the delayed receipt of the PG&E drawings for permanent power to the building. This caused major delays and inefficiencies to site work and building completion.

Prime Subtotal		\$1,015,963.00
Mark-UP	15%	\$152,394.45

TOTAL QUOTE

\$1,168,357.45

Negotiated Down

We reserve the right to submit a claim for an extension of time and for all related delay and inefficiency costs that may result due to the changed condition. The extent and amount will be determined at a later date when the full impact of changed condition can be evaluated and determined. All rights and remedies are reserved.

Sincerely,

ARNTZ BUILDERS, INC.

[Signature]
Sam Arntz
Project Manager

dg
enc

Sanitation Services, Inc.
P.O. Box 751287
Petaluma, CA 94975
(707)792-2010
info@sanitationservicesinc.com

2206
90-08

INVOICE

INVOICE # 255093
DATE 06/01/2023
DUE DATE 07/01/2023
TERMS Net 30

BILL TO
Aritz Builders/3825
431 Payran Street
Petaluma, CA 94952

SHIP TO
Aritz Builders/3825
3825 California Street
Oakland

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DELIVERY DATE
07-05-22

PO #
2206

DESCRIPTION	QTY	RATE	AMOUNT
Portable Toilet Rental	3	10.00	30.00T
Service 1XW	3	88.50	265.50
Portable Sink Rental	1	10.00	10.00T
Service 1XW	1	65.00	65.00
Containment Pan	3	10.00	30.00T

Please include your invoice number on your payment.

In accordance with Regulation 1680 "Leases of Tangible Personal Property" of the California State Board of Equalization. Above named customer is informed maintenance and cleaning are optional.

SUBTOTAL 400.50
TAX 6.65
TOTAL 407.15
BALANCE DUE **\$407.15**



324 Riverside Avenue | Roseville, California 95678
 916-409-6788 | chris.jensen@eastwestfence.com | eastwestfence.com

RECIPIENT:

Tim Taylor
 431 Payran Street
 Petaluma, CALIFORNIA 94952

SERVICE ADDRESS:

3825 California Street
 Oakland, California 94619

For Services Rendered

Invoice #60

Issued Jul 12, 2022

Due Jul 12, 2022

Total \$4,533.00

Account Balance \$4,533.00

2206
OK TO PAY FOR DNR. 9-10-23

PRODUCT / SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Jul 12, 2022				
15 Month Rental	Temporary Fencing System - Includes Panels, Stands, And Clamps. (Auto-renewal after agreed term)	396	\$7.75	\$3,069.00
Privacy Screening	Privacy Screening	396	\$2.75	\$1,089.00*
Travel Charge	Travel Charge - Over 85 Miles	1	\$375.00	\$375.00*

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Total \$4,533.00

Account balance \$4,533.00

Dominique Gauthier

From: Tim Taylor
Sent: Tuesday, July 12, 2022 11:54 AM
To: Sam Arntz; Anissa Green; Dominique Gauthier
Subject: Fwd: Invoice from East West Fencing - For Services Rendered

See attached billing for Temp fencing for Laurel CDC
Get [Outlook for IOS](#)

From: East West Fencing <notification@getjobber.com>
Sent: Tuesday, July 12, 2022 10:59:31 AM
To: Tim Taylor <tim@arntzbuilders.com>
Subject: Invoice from East West Fencing - For Services Rendered



Invoice

For Services Rendered

Hi Tim Taylor,

Thank you for your recent business with us.

The invoice total is \$4,533.00, with \$4,533.00 to be paid by upon receipt.

If you have any questions or concerns regarding this invoice, please don't hesitate to get in touch with us
chris.jensen@eastwestfence.com.

Sincerely,

East West Fencing

Details

TOTAL
\$4,533.00

BALANCE
\$4,533.00

DUE
Jul 12, 2022

Button not working? Copy and paste this link to your browser address bar: https://clienthub.getjobber.com/client_hubs/5359b4d2-234a-4f68-c942b907c4ef/invoices/64578776.html?auth_token=eyJhbGciOiJIUzI1NiIsInR5cCI6IWRXJldXNlci9pZCI6NTM5NDIxMDk5MjRlbnVnYXRlIj09eQwaOEZpFC2lqWN6g2sH0WWEw7ZEINX2G4Y&comm_channel=email&comm_type=invoice_sent&utm_content=in_email_ota&utm_medium=

East West Fencing
916-409-6788
chris.fensen@eastwestfence.com
324 Riverside Avenue
Roseville, California 95678

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DPNicolli

1666 Willow Pass Rd Bay Point CA 94565
Phone: 800-895-8007
www.dpnicolli.com

INVOICE NO. : 377075
DATE: 7/14/2023
BILLING TYPE: CYCLE

Page: 1

Customer No. ARNT0022

2206-3
90-5-3

BILL TO:

Arntz Builders
431 Payran Street
Petaluma CA 94952

SHIP TO:

Arntz Builders
3825 California St
Oakland CA 94619

CUST. JOB NO.:

JOBSITE CONTACT: Tim Taylor

OFFICE CONTACT:

PROJECT:

SALESPERSON: Mlkey Casas

JOBSITE PHONE NO.: 415-763-2874

OFFICE PHONE NO.:

ORDER DATE: 10/7/2022

DPN ORDER #: 85905

TERMS: NET 30

Items Rented

Qty	Part Description	Date Out P.O. #	Contract # Del# / Ret#	Bill From Bill To	Min	Day	Week	4 Week	Total	
2 EACH	Steel Plate 8 x 12 x 1 (Non-skid)	11/16/2022	132985 321744/ N/A	6/28/2023 7/26/2023			\$22.12	\$66.35	\$199.04	\$398.08
1 EACH	Quick Pick	11/16/2022	132985 321744/ N/A	6/28/2023 7/26/2023			\$12.93	\$38.78	\$116.37	\$116.37

Items Sold

Qty	Part Description	Date P.O. #	Contract # Del # / Ret #	Price	Ext Price
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23 JUL 20 AM 9:43

Subtotal: \$514.46
Environmental Fee CA: \$7.72
Tax: \$0.00
Total Invoice: \$522.18

No additional equipment/service outstanding for this rental order.

Please remit to: D.P. NICOLI, INC. PO BOX 31001-3165 PASADENA CA 91110-3165

POWER POLE SERVICE
 4156 SANTA ROSA AVENUE
 SANTA ROSA, 95407
 (707) 586-1400
 (707) 586-1700 FAX

Invoice

*2206
90-07*

DATE	INVOICE #
11/8/2022	86628

BILL TO
Arntz Builders, Inc 431 Payran St. Petaluma, CA 94952

SHIP TO
3825 California St Oakland, CA

P.O. NO.	TERMS	DUE DATE	BILLING CYCLE
	Due on receipt	12/2/2022	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	24' METER POLE RENTAL WITH 200 AMP SERVICE PANEL 11/01/2022-11/30/2022	90.00	90.00

Supplying temporary POWER and FENCE for all your construction and building needs since 1997!

Total	\$90.00
Payments/Credits	\$0.00
Balance Due	\$90.00

Invoice #: INV-00247650

Date: 9/1/22

PO #:

Ordered by: Dave Arntz

Site Location: 3825 CALIFORNIA ST, OAKLAND, CA 94619-2015

Arntz Builders Inc.
431 PAYRAN ST
PETALUMA, CA 94952-5908

2206
90-03



Billing Questions?
855-701-5968
billing@pacificmobile.com

Internal Use: EMAIL
julie@arntzbuilders.com

Branch No.: 8

Due Date: 9/1/22

Customer Number: 507098

Order #: RO024853

Unit #: 9131

Description	QTY	Price	Amount	Tax	Total
<u>Term: 9/1/2022 - 9/30/2022</u>					
Rental - Security Kit - Doors & Windows	1	\$36.00	\$36.00	\$3.59	\$39.59
10x24 Office Rental	1	\$478.00	\$478.00	\$49.00	\$527.00
Rental - OSHA Step	1	\$30.00	\$30.00	\$3.08	\$33.08
			Subtotal		\$543.00
			Sales Tax	10.28%	\$55.67
			Total Due		\$598.67

Kindly return this portion with your payment

Invoice #: INV-00247650

Arntz Builders Inc.
Customer #: 507098
Rental Order #: RO024853
Due Date: 9/1/2022
Amount Due: \$598.67
Amount Enclosed: \$ _____

Please remit payment to:
Pacific Mobile Structures, Inc.
P.O. Box 24747
Seattle, WA 98124-0747

Invoice #: INV-00246482



Date: 08/01/22
PO #:
Ordered By: Tim Taylor
Site Location: 3825 CALIFORNIA ST, OAKLAND, CA 94618-2015

2020
90-03

Billing Questions?
865.701.5968
billing@pacificmobile.com

Arntz Builders Inc.
431 PAYRAN ST
PETALUMA, CA 94952-5908

Internal Use: EMAIL Branch #: 8
julie@arntzbuilders.com

Due Date: 08/01/22 Customer #: 507098 Order #: RO025147 Unit #: 1454

Description	QTY	Price	Amount	Tax	Total
<u>Term: 8/1/2022 - 8/31/2022</u>					
Rental - Modular Walls	1	\$48.00	\$48.00	\$4.92	\$52.92
Rental - Security Kit - Doors & Windows	1	\$35.00	\$35.00	\$3.59	\$38.59
10x30 Office Rental	1	\$478.00	\$478.00	\$49.00	\$527.00
Fee - Non-Insurance	1	\$116.44	\$116.44	\$11.93	\$128.37
Fee - Damage Waiver	1	\$43.02	\$43.02	\$4.41	\$47.43
Rental - OSHA Step	1	\$30.00	\$30.00	\$3.08	\$33.08

Subtotal \$750.46
Sales Tax 10.25% \$76.93
Total Due \$827.39

Kindly return this portion with your payment

Invoice #: INV-00246482

Arntz Builders Inc.
Customer #: 507098
Rental Order #: RO025147
Due Date: 8/1/2022
Amount Due: \$827.39
Amount Enclosed: \$ _____

Please remit payment to:
Pacific Mobile Structures, Inc.
PO Box 24747
Seattle, WA 98124-0747

Task Name	Start	End	Duration	Predecessors	Successors
Site Prep	08/01/02	08/01/02	1 Day		
Excavation	08/01/02	08/01/02	1 Day		
Foundation	08/01/02	08/01/02	1 Day		
Structure	08/01/02	08/01/02	1 Day		
Roofing	08/01/02	08/01/02	1 Day		
Interior	08/01/02	08/01/02	1 Day		
Exterior	08/01/02	08/01/02	1 Day		
Final	08/01/02	08/01/02	1 Day		
Site Prep	08/01/02	08/01/02	1 Day		
Excavation	08/01/02	08/01/02	1 Day		
Foundation	08/01/02	08/01/02	1 Day		
Structure	08/01/02	08/01/02	1 Day		
Roofing	08/01/02	08/01/02	1 Day		
Interior	08/01/02	08/01/02	1 Day		
Exterior	08/01/02	08/01/02	1 Day		
Final	08/01/02	08/01/02	1 Day		
Site Prep	08/01/02	08/01/02	1 Day		
Excavation	08/01/02	08/01/02	1 Day		
Foundation	08/01/02	08/01/02	1 Day		
Structure	08/01/02	08/01/02	1 Day		
Roofing	08/01/02	08/01/02	1 Day		
Interior	08/01/02	08/01/02	1 Day		
Exterior	08/01/02	08/01/02	1 Day		
Final	08/01/02	08/01/02	1 Day		

OAKLAND UNIFIED SCHOOL DISTRICT

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

ALLOWANCE EXPENDITURE DIRECTIVE NO. 33 From CONTINGENCY ALLOWANCE

PROJECT: Laurel Child Development Center
Laurel Elementary School

DATE: OCTOBER 10, 2024 REV1

DSA FILE NO.: 01-29

DSA APP NO.: 01-119822

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: ARNTZ BUILDERS

OUSD PROJECT #: 07126

PROJECT MANAGER: Mary Ledezma

If not previously directed, the Contractor is hereby directed to perform the Work described in this allowance expenditure directive and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs. **Any request for a time extension for such work must be separately processed** via contract procedures and a change order.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs, or include a detailed description of the changes):

This change encompasses **AEDs 2 through 23** issued with a total sum of \$278,681.51.

AGREED ALLOWANCE EXPENDITURE FOR THIS WORK: \$300,000

SUMMARY OF ADJUSTMENTS TO ALLOWANCE:

Original Amount of Allowance:	\$300,000.00
Board-Approved Changes to Allowance:	\$0.00
Previous Allowance Expenditure Directives:	\$7,258.00
This Allowance Expenditure Directive:	\$278,681.51
Remaining Amount of Allowance:	\$14,060.49

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

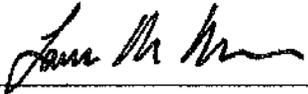
AS TO THE SCOPE OF THIS DIRECTIVE, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

OAKLAND UNIFIED SCHOOL DISTRICT

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

This Allowance Expenditure Directive is hereby agreed to, accepted, and approved by the Parties, and will be binding and enforceable.

<p>Approved: Architect of Record</p>  <hr/> <p>Date: 10/14/24</p>	<p>Approved and Agreed: General Contractor</p>  <hr/> <p>Date: 10/11/24</p>	<p>Approved and Agreed:</p>  <hr/> <p>Executive Director of Facilities</p> <p>Date: 10/28/24</p>  <hr/> <p>Chief Systems & Services Officer of Facilities</p> <p>Date: 10/28/24</p>
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OAKLAND UNIFIED SCHOOL DISTRICT

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ALLOWANCE EXPENDITURE DIRECTIVE NO. 2 From HYDROPONIC SYSTEM DEDUCT CONTINGENCY ALLOWANCE

PROJECT: Laurel Child Development Center
Laurel Elementary School

DATE: SEPTEMBER 25, 2024

DSA FILE NO.: 01-29

DSA APP NO.: 01-119822

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT #: 07126

CONTRACTOR: ARNTZ BUILDERS

PROJECT MANAGER: Mary Ledezma

If not previously directed, the Contractor is hereby directed to perform the Work described in this allowance expenditure directive and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs. **Any request for a time extension for such work must be separately processed** via contract procedures and a change order.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs, or include a detailed description of the changes):

This AED involves claims from COR #73, which cannot fully be resolved through the remaining amount of this contingency. Thus, the effectiveness of this AED is contingent on the Board's approval of Change Order No. 1, which will allow for an additional payment of \$500,000 for claims related to COR #73. Once Change Order No. 1 is approved and executed, all the items of this AED shall be effective immediately. This change is a mutually negotiated agreement by the Executive Director of Facilities & Arntz Builders to settle Contractor Change Requests (CORs 72 and 73) with a total sum of \$505,854.54,

AGREED ALLOWANCE EXPENDITURE FOR THIS WORK: \$600,880.00

SUMMARY OF ADJUSTMENTS TO ALLOWANCE:

Original Amount of Allowance:	\$600,880.00
Board-Approved Changes to Allowance:	\$0.00
Previous Allowance Expenditure Directives:	\$95,025.46
This Allowance Expenditure Directive:	\$505,854.54
Remaining Amount of Allowance:	\$0.00

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

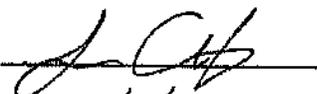
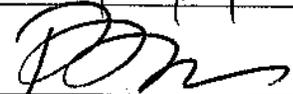
OAKLAND UNIFIED SCHOOL DISTRICT

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

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

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

This Allowance Expenditure Directive is hereby agreed to, accepted, and approved by the Parties, and will be binding and enforceable.

<p>Approved: Architect of Record</p> <p></p> <p>Date: 10/09/24</p>	<p>Approved and Agreed: General Contractor</p> <p></p> <p>Date: 10/11/24</p>	<p>Approved and Agreed:</p> <p></p> <p>Executive Director of Facilities</p> <p>Date: 10/28/24</p> <p></p> <p>Chief Systems & Services Officer of Facilities</p> <p>Date: 10/28/24</p>
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Arntz Builders, Inc.

431 Payran St, Petaluma CA 94952 License No. 856393 T (415) 382-1188 F (415) 883-3756 www.arntzbuilders.com

July 31, 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject : **Laurel Child Development Center Replacement**
File No. : **72 Outstanding CCR/PCO Global Settlement**
7/22/24 Meeting

Good Afternoon Kenya,

This PCO serves to complete the change order process on Laurel CDC. This supersedes and encompasses all previous open CCRs and other changes and the 50/50 split of extended insurance costs up to the date referenced on the title sheet of the quote. This CCR is only agreed upon when followed by a \$500,000 Change Order to complete the negotiated partial payment of extended general conditions.

PCO/CCR Global Settlement	\$300,000.00
Extended GCs From Allowance	\$205,854.54
Remaining Extended GCs Forthcoming C.O.	\$500,000.00
TOTAL:	\$1,005,854.54

TOTAL OF ALLOWANCE DRAW FROM PCO 72: \$300,000.00

Sincerely,

ARNTZ BUILDERS, INC.

Sam Arntz
Project Manager

dg
enc

OB # 2206 - LAUREL CHILD DEVELOPMENT CENTER REPLACEMENT

Item #	Description	Originating Doc.	PCO Status	Total Quote \$	COLBI DOC #
35.1	Extended General Conditions	March Sch. Update	RJ	\$1,168,357.43	CCR-44
37	Lighting Control Changes	ASI #8	RR	\$39,806.74	CCR-26
38.1	Insurance Extension	Owner Delays	QN	\$141,668.08	CCR-45
56	Rain Chain Delete	ASI #19	NQ		
57	Added Restroom Accessories	ASI #20	NQ		
59	Unsuitable Soil at Garden Area	Soils Emails	QN	\$13,124.00	CCR-48
60	Entrance Floor Mat Modification	RFI #202	NQ		
61	Site Removal and Patch	TBD	NQ		
64	Added Occupancy Signs	RFI #211	QN	\$507.01	CCR-54
65	Turf Mound Removal and Patch	Owner Request	RJ	\$157,691.95	CCR-55
70	Seismic Wires - Lights & Acoustic Panel	RFI #204	NQ		
71	Fill Garden Beds With Topsoil	TBD	NQ		
	Unsubmitted PCOs/CCRs from OAC MM			\$65,000.00	

Broken out in PCO 73/Change Order

Split 50/50

Total \$417,797.78

Negotiated down to \$300,000.00

INTELLIBID COST BREAKDOWN
SHEET 81 OF 83

CONTRACTOR: TULUM SYSTEMS
 PROJECT NAME: Laurel CDC
 CHANGE ORDER NUMBER: TULUM-LAUREL CDC-07 DATE: 7/19/2023
 CHANGE ORDER DESCRIPTION: ASI-Q8-Lighting Controls Changes

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	25,186.88	
2. Ten percent (10%) of Line 1	\$	2,518.69	
3. Sum of Lines 1 & 2			\$ 27,705.57
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	9,277.83	
6. Ten percent (10%) of Line 5	\$	927.78	
7. Sum of Lines 5 & 6			\$ 10,205.61
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (10%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	-	
13. Five percent (5%) of line 12	\$	-	
14. Sum of Lines 12 & 13			\$ -
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 37,911.18
			\$ -
			\$ -
TOTAL CHANGE ORDER			\$ 37,911.18

Cart Summary



Customer Details

Customer Name:
TULUM INNOVATIVE ENGINEERING INC
(847907/847907)

Cart #: 415777

Cart Summary

Items: 13
 Subtotal: \$2,993.48

Final price, taxes, and other fees calculated on the checkout page

Oakland #2831 - 955 Kennedy Street Oakland, CA 94606-5336 US

Product	Qty	Price	Pre-tax Total <small>(All product lines totaled)</small>
 MULTIPLE 075 EMT Conduit, 3/4", Steel, 10' ITEM #: 49014 CAT: 075 UPC: 091111020025 Customer Part #: PIPE tunnel conduit emt 3/4 emt 3/4" EMT	600	\$1.02	\$613.39
 HUBBELL - ELECTRICAL 2083 EMT Conduit Strap, 1-Hole, 3/4", Steel ITEM #: 195986 CAT: 2083	30	\$0.22	\$6.71
 APPLETON 4075S Set Screw Connector, 3/4" Steel ITEM #: 22938 CAT: 4075S	30	\$0.57	\$17.18
 APPLETON 5075S EMT Set Screw Coupling, 3/4", Steel ITEM #: 21585 CAT: 5075S	60	\$0.71	\$42.68
 NVENT CADDY TSGB16 Screw Gun Box Bracket, 11-18" Stud Spacing ITEM #: 20399 CAT: TSGB16 UPC: 782856476160 Customer Part #: fish steel mad bars adjustable box bracket Shotgun bracket sliders bassett bar battwings Slider bracket gun bracket gunner bar wall slide bracket Spanner bracket Caddy bracket Spreader bar Slide bracket	12	\$3.76	\$45.15
 DOTTIE TEKWT834 Self Drilling Screws, # 8 x 3/4", Phillips/Wafer Head ITEM #: 381890 CAT: TEKWT834 UPC: 781002177951 Customer Part #: Pan heads silver bullet	500	\$0.07	\$33.84
 HUBBELL-RACO 232 4" Square Box, Welded, 2-1/8" Deep, 1/2 and 3/4" Knockouts, Steel ITEM #: 36229 CAT: 232 UPC: 050169902325 Customer Part #: 4s deep special 4" junction box 4 square JB madtest 1900 deep 42 deep 4s deep box12 metal box mlg 5A052 4sq Deep Combo deep 1900 box hotbox deep 1900 1900 box 4 square metal cut in box Doctor Hub box 52171k 4 square box 4SQ DEEP COMBO BOX 1900 Deep Combo Combo box special deep mounting box	25	\$1.57	\$39.30

Product	Qty	Price	Pre-tax Total <small>(all products listed below)</small>	
	HUBBELL-RACO 768 4" Square Cover, 1-Device, Mud Ring, 5/8" Raised, Drawn ITEM #: 27359 CAT: 768 UPC: 050169907689 Customer Part #: p rings 58 m/ mudring	25	\$1.33	\$33.31
	MULTIPLE 038X144-SS 3/8" Stainless Steel Threaded Rod 12' ITEM #: 398586 CAT: 038X144-SS UPC: 702316528956	108	\$7.95	\$858.17
	BIZLINE R3816HN Hex Nut, 3/8", Zinc Plated Steel, 100/PK ITEM #: 47243 CAT: R3816HN	1	\$13.81	\$13.81
	DOTTIE FENW38112 3/8" Fender Washer, Zinc Plated Steel ITEM #: 518319 CAT: FENW38112 UPC: 781002155300	100	\$0.24	\$23.61
	BIZLINE R38LW Lock Washer, 3/8", Steel 100/PK ITEM #: 46707 CAT: R38LW UPC: 705591195530	1	\$13.83	\$13.83
	WATTSTOPPER LM-MSTP-S1000 Green-Jacketed Segment Network Wire, 1.5 Pair, 1000' ITEM #: 901329 CAT: LM-MSTP-S1000	1	\$1,252.50	\$1,252.50



1940 Fairway Drive
San Leandro, CA 94577

PHONE: (510) 343-5899 / FAX: (510) 746-7858
www.edgesgroup.com

To:			Job Name: LAUREL CDC-TULUM	
TULUM SYSTEMS 3101 HYDE STREET OAKLAND, CA 94601			Bid Date: 11/21/2022	
Qty	Type	Mfg	Description	Price
	NOTE		04/28/23 REVISED TO INCLUDE TYPE S4 AND X1-2 ADDS. UPDATED WATTSTOPPER BOM	
			FREIGHT ALLOWED/INCLUDED	
	NOTE	→	FREIGHT TERMS: ALW- PLUS FREIGHT CORELITE- PLUS FREIGHT PRUDENTIAL- PLUS FREIGHT LITHONIA- PLUS FREIGHT REST OF BOM IS FREIGHT ALLOWED	
	NOTE	→	NOTE REGARDING BOM SHOWN BELOW: → PRICING INDICATED IS FOR DIRECT SHIPMENTS ONLY. ANY SHIPMENTS ROUTED THROUGH EDGES ELECTRICAL GROUP ARE SUBJECT TO ADDITIONAL FEES. PLEASE CONTACT YOUR QUOTES PERSON FOR FURTHER INFORMATION. → INCOMPLETE WRITTEN SPECS/FIXTURE SCHEDULE PROVIDED AT TIME OF QUOTE REQUEST. → QUOTING B.O.M. (COUNTS & CATALOG NUMBERS) PER MFG'S REP(S) - ALL TYPES ARE SUBJECT TO COUNT VERIFICATION AND PRODUCT APPROVAL. → QUOTING STANDARD FACTORY FINISHES, UNLESS NOTED. → NO MOUNTING HARDWARE INCLUDED, UNLESS NOTED. → NO SPARES, MOCK-UPS, OR SAMPLES INCLUDED, UNLESS NOTED. LAMP/LEDS INCLUDED; CONFIRM COLOR. → ANY PREPAYMENT REQUIREMENTS WILL BE PASSED TO CUSTOMER AT TIME OF ORDER. MODIFIED FIXTURES SUBJECT TO DEPOSIT/PREPAYMENT AT TIME OF ORDER. ANY CHANGES WILL REQUIRE A RE-QUOTE. → ALL PUBLISHED PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY FIRM QUOTES PROVIDED BY EDGES ARE SUBJECT TO CHANGE DUE TO TARIFFS THAT MAY AFFECT PRICES AFTER THE QUOTE IS GIVEN OR ANY OTHER CIRCUMSTANCE THAT WOULD MAKE PERFORMANCE IMPOSSIBLE, IMPRACTICAL,	

Qty	Type	Mfg	Description	Price
			OR WOULD FRUSTRATE THE PURPOSE OF THE CONTRACT.	
			---> THERE IS A GLOBAL SUPPLY CHAIN SHORTAGE ON	
			MULTIPLE	
			COMPONENTS IMPACTING THE ELECTRICAL INDUSTRY. ALL	
			LEAD	
			TIMES ARE SUBJECT TO CHANGE. PLEASE PLAN	
			ACCORDINGLY AND	
			RELEASE ORDERS EARLY IF POSSIBLE.	
			--->CONTROLS NOT INCLUDED UNLESS QUOTED	
1	A2-8'	CORE	SQ4-F-025U/075D-940-1D-UNV-STD-W-AC120-T9-8	
2	A2-6'	CORE	SQ4-F-025U/075D-940-1D-UNV-STD-W-AC120-T9-8	
NOTE	A2	--->	QUOTED 10' SUSPENSION AND WHITE FINISH, CONFIRM PRIOR TO ORDERING	
10	A4	FINE	HP4-P-ID-4'-V-940-TG-F-96LG-277-SC-FC-10%-FA50-C4-FESW	
8	A5	FINE	HP-4C-P-D-4'-V-940-TG-F-96LG-277-SC-FC-10%-FA50-C4- SW	
3	A5-EM	FINE	HP-4C-P-D-4'-V-940-TG-F-96LG-277-SC-FC-10%-FA50-C4- SW-EM/ GEN	
11	A5B	FINE	HP-4C-P-D-3'-V-940-TG-F-96LG-277-SC-FC-10%-FA50-C4- SW	

2	B1-EM	PRUD	S1 LED4 HO 4' SAL TMW UNV CA48 X1 DM01 EMHE
4	C1	LOL	6RN
4	C1	LOL	P6RDL25840CCZ10U
7	C1-EM	LOL	6RN-EM6
7	C1-EM	LOL	P6RDL25840CCZ10U
55	C2	FINE	HP-4-R-D-4'-S-940-F-96LG-277-SC-FC-10%-C2-FE-SW
12	C2-EM	FINE	HP-4-R-D-4'-S-940-F-96LG-277-SC-FC-10%-C2-FE-SW-EM/ GEN
7	C3	LOL	6RN
7	C3	LOL	C6L30940MZ10U
7	C3	LOL	C6RDLWHF
7	C3	LOL	CA6RFT (MUD IN RING)
1	C3-EM	LOL	6RN-EM6
1	C3-EM	LOL	C6L30940MZ10U
1	C3-EM	LOL	C6RDLWHF
1	C3-EM	LOL	CA6RFT (MUD IN RING)
2	S1	HALO	SMD6R129SWHE
2	S1	HALO	SMD6RTRMTBZ
10	S1EM	HALO	SMD6R129SWHE

10	S1EM	HALO	SMD6RTRMTBZ	
6	S2	<u>HALO</u>	4SLSTPSLC-UNV	

Qty	Type	Mfg	Description	Price
NOTE	S2	→	QUOTING CURRENT PART NUMBER	
3	S2EM	HALO	4SLSTPSLC-UNV	
NOTE	S2EM	→	QUOTING CURRENT PART NUMBER	
4	S2B	HALO	2SLSTPSC-UNV	
NOTE	S2B	→	QUOTING CURRENT PART NUMBER	
3	S3	ALW	NRP3-089040L9NN-JRDV01-BACB	
NOTE	S3	→	QUOTED AS PENDANT MOUNT, MOUNTING IS CONFLICTING ON SPEC	
NOTE	S3	→	CONFIRM OPTICS, TYPE OF SUSPENSION MOUNTING, FINISH PRIOR TO ORDERING	
NOTE	S3	→	QUOTING CURRENT PART NUMBER	
1	S3	ALW	LOGISTICS & HANDLING FEE	
6	S5	META	22ID-40-CFR1-L840-MU	
6	S5	META	SK-22-WS	
1	S6EM	META	22ID-40-CFR1-L840-MU	

1	S5EM	META	SK-22-WS	
NOTE	S5EM	→	NO EM BATTERIES QUOTED, INVERTER BY OTHERS, SUBJECT TO REQUOTE IF EM BATTERY REQUIRED	
1	W1-2*	WILL	SLF-2'-L26/840-HIA-DIM-UNV	
1	W1-4*	WILL	SLF-4'-L26/840-HIA-DIM-UNV	
NOTE	W1-6'	→	NOT AVAILALBLE IN 6' SIZE, ONLY 2' & 4' - QUOTING (1) 2' & (1) 4' LENGTH	
2	W1-6**	WILL	SLF-2'-L26/840-HIA-DIM-UNV	
2	W1-6**	WILL	SLF-4'-L26/840-HIA-DIM-UNV	
NOTE	W1-8'	→	NOT AVAILALBLE IN 8' SIZE, ONLY 2' & 4' - QUOTING (2) 4' LENGTHS	
2	W1-8**	WILL	SLF-4'-L26/840-HIA-DIM-UNV	
15	X1	CHLO	ER45VXL1GW	
4	X2	LITH	LV S W 1 G 120/277 EL N SD UM 4X	
NOTE	X2	→	NO PENDANT STEMS INCLUDED	
1		MYER	6-I-05-S-BD2012-M-S-Z (SUPERNOVA SERIES - SINGLE PHASE (FAST TRANSFER))	
		MYER	RATING : 5000 VA/W	
		MYER	INPUT : 277VAC, 1PH, 60HZ, 2W+G	
		MYER	OUTPUT : 277VAC, 1PH, 60HZ, 2W+G	
		MYER	REQUIRED INPUT FEED BREAKER IS 30A, 1-POLE	

	MYER	BATTERY : S - STANDARD (VRLA)	
	MYER	RUN TIME : 90 MINUTES	
	MYER	OVERALL DIMENSIONS & WEIGHTS PER SYSTEM:	

Qty	Type	Mfg	Description	Price
		MYER	WIDTH (IN): 24	
		MYER	HEIGHT (IN): 48	
		MYER	DEPTH (IN): 25	
		MYER	TOTAL SYSTEM WEIGHT (LBS): 1257	
1		MYER	BD2012 - (TWELVE OUTPUT CIRCUIT BREAKER(S),	
		MYER	20A, 1-POLE NORMALLY ON @ 277VAC	
12		MYER	OCB-20A, 1P	
1		MYER	M - (INTERNAL MAINTENANCE BYPASS (MAKE-BEFOREBREAK INTERNAL))	
1		MYER	S - (SUMMARY DRY CONTACTS)	
1		MYER	Z - (SEISMIC BRACING (SEISMIC CERTIFIED TO IBC 2015.)	
		MYER	(ASCE 7-10 & ACI 3-11 OCCUPANCY CATEGORY III / SITE CLASS D)	
1		MYER	2YW - (START-UP & SAME DAY TRAINING)	
		MYER	INCREASE ELECTRONICS WARRANTY TO 2 YEARS.	
		MYER	ELECTRONICS WARRANTY INCLUDES PARTS, LABOR & TRAVEL.	
		MYER	COST IS FOR 1 VISIT, UP TO 1 DAY ON SITE FOR 1 UNIT.	
		MYER	ADD'L DAY(S), IF REQ'D, WILL BE BILLED AT MANUFACTURER'S DAILY RATE.	
	NOTE	→	-QUOTED OPTIONALLY-	
		MYER	TR - (TRAINING IF REQUIRED ON OTHER DAY THAN STARTUP)	
		MYER	SUCH AS FOR OWNER'S TRAINING (ONE 2 - 4 HOUR SESSION);	
		MYER	STARTUP MUST BE PURCHASED BEFORE ORDERING TR (TRAINING).	

		MYER	TRAINING MAY NOT BE AUDIO OR VIDEO RECORDED.	
	NOTE	→	IN REGARDS TO CONTROLS:	
	NOTE	→	COMPLETE ELECTRICAL SHEETS, WRITTEN SPECS, CONTRACTOR CONTROL COUNTS, WERE NOT RECEIVED AT TIME OF QUOTE. UPON RECEIPT, SUBJECT TO REQUOTE	
	NOTE	→	QUOTING BASED ON ELECTRICAL SHEETS - 'DATED: 2/4/22 LABELED: DSA PERMIT'	
	NOTE	→	QUOTING WATTSTOPPER NETWORK DLM SYSTEM	
	NOTE	→	A COMPUTER WILL BE REQUIRED FOR THE END-USER TO ACCESS THE WATTSTOPPER SOFTWARE. A COMPUTER HASN'T BEEN INCLUDED. IT IS ASSUMED TO BE PROVIDED BY OTHERS. IF WATTSTOPPER IS TO PROVIDE THE SERVER, SUBJECT TO REQUOTE.	
	NOTE	→	IT IS THE RESPONSIBILITY OF THE END USER TO PROVIDE AND INSTALL EQUIPMENT FOR NETWORK & INTERNET CONNECTION AND ADEQUATE NETWORK SECURITY.	
	NOTE	→	PER INFORMATION PROVIDED ON FIXTURE SCHEDULE, ASSUMED ALL LOAD TYPES ARE 0-10V. ANY CHANGES, SUBJECT TO REQUOTE	
	NOTE	→	PER INFORMATION PROVIDED, EMERGENCY LIGHTING PROVIDED VIA INVERTER, THEREFORE PROVIDED EM DEVICES AS SHOWN ON PLANS. ANY CHANGES, SUBJECT TO REQUOTE	
	NOTE	→	PROVIDED 8-RELAY PANEL FOR CONTROL OF EXTERIOR LIGHTING VIA ON/OFF TIME CLOCK CONTROL. ANY CHANGES, SUBJECT TO REQUOTE	
	NOTE	→	PROVIDED PLUG LOAD CONTROL AS SHOWN ON POWER PLANS. ANY CHANGES, SUBJECT TO REQUOTE	
	NOTE	→	NO PROVISIONS FOR HVAC INTEGRATION PROVIDED. IF REQUIRED, SUBJECT TO REQUOTE	

Qty	Type	Mfg	Description	Price
	NOTE	→	NO PROVISIONS FOR AV & SHADE INTEGRATION PROVIDED. IF REQUIRED, SUBJECT TO REQUOTE	
	NOTE	→	WE HAVE INCLUDED THE FOLLOWING SERVICES: (1) ONSITE PRESTARTUP, (1) ONSITE STARTUP, (1) ONSITE TRAINING VISIT, AND (1) SUBMITTAL DOCUMENTATION IF ADDITIONAL SERVICES ARE REQUIRED SUBJECT TO REQUOTE	
	NOTE	→	WATTSTOPPER CABLE IS NOT INCLUDED. UNIT PRICES PROVIDED BELOW, ADD AS REQUIRED	

	1.11/EA	WATT	LM-MSTP (NETWORK CABLE, PLENUM, PER FOOT)	
	1.91/EA	WATT	LMRJ-01 (RJ45 CABLE, 6 INCH JUMPER)	
	4.55/EA	WATT	LMRJ-P03 (RJ45 CABLE, PLENUM, 3 FEET)	
	11.21/EA	WATT	LMRJ-P10 (RJ45 CABLE, PLENUM, 10 FEET)	
	16.72/EA	WATT	LMRJ-P15 (RJ45 CABLE, PLENUM, 15 FEET)	
	26.18/EA	WATT	LMRJ-P25 (RJ45 CABLE, PLENUM, 25 FEET)	
	36.89/EA	WATT	LMRJ-P35 (RJ45 CABLE, PLENUM, 35 FEET)	
	57.02/EA	WATT	LMRJ-P50 (RJ45 CABLE, PLENUM, 50 FEET)	
	90.38/EA	WATT	LMRJ-P100 (RJ45 CABLE, PLENUM, 100 FEET)	
	24.21/EA	WATT	LMRJ-CS8 (PLENUM COUPLER/SPLITTER FOR RJ45)	
	NOTE	→	CONTROLS BOM (WATTSTOPPER)	
1		WATT	LMCP8-115/277-8HD (8 RELAY PANEL)	
1		WATT	LENC8S (8 RELAY ENCLOSURE)	
10		WATT	LMRC-213 (3 RELAY 0-10V ROOM CONTROLLER)	
10		WATT	LMRC-212 (2 RELAY 0-10V ROOM CONTROLLER)	
14		WATT	LMRC-211 (1 RELAY 0-10V ROOM CONTROLLER)	
42		WATT	LMDC-100 (DUAL TECH CEILING SENSOR)	
8		WATT	LMDX-100 (DUAL TECH CORNER SENSOR)	
13		WATT	LMLS-500 (OPEN LOOP PHOTOCCELL)	
22		WATT	LMDM-101-W (1 BUTTON DIMMING SWITCH)	
12		WATT	LMSW-105-W (5 BUTTON WALL SWITCH)	
12		WATT	ENGRAVE-VCHR (ENGRAVING VOUCHER)	
3		WATT	DW-200-W (2 RELAY WALL SWITCH SENSOR)	
27		WATT	ELCU-200 (JL924 EM DEVICE)	

29		WATT	LMBC-300 (WIRED NETWORK BRIDGE)	
1		WATT	LMNC-LG-KIT (NETWORK ENCLOSURE)	
		WATT	(1) LMNC-2-16	
		WATT	(1) LMJA-8125-SM	
		WATT	(1) RACCESS-3	
1		WATT	LMCT-100-2 (CONFIG TOOL)	
1		WATT	FAPRESTARTUP (ONSITE PRESTARTUP)	
1		WATT	FASTARTUP (ONSITE STARTUP)	
1		WATT	FATRaining (ONSITE TRAINING)	
1		WATT	SDRAWSYS (SUBMITTAL DOCUMENTATION)	
			SUBTOTAL	\$200,750.00
			TYPE S4 ADDER:	
	S4	KENA	4/27/23-FF: ADDED MATTE WHITE FINISH	
	S4	KENA	4/27/23-FF: REVISED TO (2)4' RUNS	
	S4	KENA	AS 8' IS NOT AVAILABLE.	
	S4	KENA	COMPLETE PART# TO BE CONFIRMED.	
2	S4	KENA	AUCLED-S-MW-20L40K-48"-277	

Qty	Type	Mfg	Description	Price
			SUBTOTAL	\$765.29
			ADDS/DEDUCTS PER RETURNED SUBMITTALS	
			4/21 - ADDED (3) DOUBLE FACE	

3	X1-2	CHLO	ER45VXL2GW	
			SUBTOTAL	\$1,072.17
			4/17 - UPDATED CONTROLS PER RETURNED DRAWINGS	
1		WATT	LMIN-104	
1		WATT	LMPO-200	
1		WATT	LMNC-LG-KIT	
2		WATT	LMJA-SMA-8124-1YR	
4		WATT	LMPL-201	
3		WATT	LMDW-102-W	
1		WATT	LMSW-101-W	
1		WATT	LMSW-108-W	
8		WATT	LMRC-211	
1		WATT	LMDX-100	
1		WATT	ELCU-200	
2		WATT	LMBC-100	
-3		WATT	DW-200-W (2 RELAY WALL SWITCH SENSOR)	
-1		WATT	LMNC-LG-KIT (NETWORK ENCLOSURE)	
-4		WATT	LMRC-213 (3 RELAY 0-10V ROOM CONTROLLER)	
-4		WATT	LMRC-212 (2RELAY 0-10V ROOM CONTROLLER)	
-1		WATT	LMDC-100 (DUAL TECH CEILING SENSOR)	
-1		WATT	LMSW-105-W (5 BUTTON WALL SWITCH)	
			SUBTOTAL	\$5,383.79

1	EDGE	EDGES TO RECEIVE, HANDLE, DELIVER FIXTURES DURING NORMAL BUSINESS HOURS. STORAGE FOR 2-MONTHS, PASSED THAT WILL BE SUBJECT TO STORAGE FEES	
		SUBTOTAL FOR EDGES FEE	\$8,245.36
		TOTAL:	\$216,206.81

Prices firm for entry by: 30 Days

Lead Time: UPON REQUEST

THIS QUOTATION IS BASED SOLELY ON RELIANCE OF INFORMATION AND SPECIFICATIONS PROVIDED BY THE CUSTOMER. SUBJECT TO MANUFACTURER'S PUBLISHED TERMS AND CONDITIONS OF SALE. QUOTATION IS VOID IF CHANGED. COMPLETE QUOTE MUST BE USED, NO PARTIALS. LAMPS, SPARES AND OTHER ACCESSORIES ARE NOT INCLUDED IN THE QUOTE UNLESS NOTED. SALES TAX IS NOT INCLUDED. PRICING IS BASED ON ONE SHIPMENT DIRECT TO JOBSITE. FREIGHT IS NOT INCLUDED, UNLESS OTHERWISE NOTED. FREIGHT WILL BE CHARGED ON ALL PARTIAL RELEASES THAT DO NOT MAKE FACTORY FREIGHT ALLOWANCE. PRICING INDICATED ABOVE IS FOR DIRECT SHIPMENTS ONLY.

MADE TO ORDER/SPECIAL ORDER MATERIAL IS NON-RETURNABLE OR CANCELABLE AFTER THE ORDER HAS BEEN PLACED.

Printed - NS: 05/02/23 15:02:52 Per: RAQUEL ALEXANDER Email: RALEXANDER@EDGESGROUP.COM



Arntz Builders, Inc.

431 Payson St, Petaluma CA 94952 License No. 856393 T (707) 835-2900 F (707) 835-2993 www.arntzbuilders.com

April 18 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject : **Laurel Child Development Center Replacement**
File No. . . . : 38.1 Insurance Extension
Project Delays

Good Morning Mary,

Here are the revised costs to extend insurance coverage for the project due to delays.

Earthquake Insurance		\$62,665.64
Builders Risk Insurance		60,524.00
Mark-Up	15.0%	18,478.44

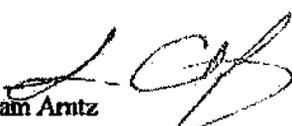
TOTAL QUOTE

\$141,668.08

We reserve the right to submit a claim for an extension of time and for all related delay and inefficiency costs that may result due to the changed condition. The extent and amount will be determined at a later date when the full impact of changed condition can be evaluated and determined. All rights and remedies are reserved.

Sincerely,

ARNTZ BUILDERS


Sam Arntz
Project Manager

dg
enc



Re: Laurel Project
Builders Risk Insurance and Difference in Conditions Policy – extension endorsements and invoices

To Whom It May Concern:

Please see attached the following documents:

1. Builders Risk Endorsement to extend policy eff: 09/07/2023 to 01/31/2024
2. Builders Risk Endorsement to extend policy eff: 01/31/2024 to 04/30/2024
3. Builders Risk Endorsement to extend policy eff: 04/30/2024 to 05/31/2024
4. Difference in Conditions Policy rewritten eff: 09/07/2023 to 01/31/2024
5. Difference in Conditions Endorsement to extend policy eff: 01/31/2024 to 04/30/2024
6. Difference in Conditions Endorsement to extend policy eff: 04/30/2024 to 05/31/2024

Below is a summary of additional premiums for the above transactions.

Type of policy	Extension endorsement Term	Premium (including taxes and fees – if applicable)
Difference in conditions policy	09/07/2023 – 01/31/2024	\$33,422.37
	01/31/2024 – 04/30/2024	\$21,525.41
	04/30/2024 – 05/31/2024	\$7,717.86
Total premium for extensions		\$62,665.64
Builders Risk policy	09/07/2023 – 01/31/2024	\$33,025.00
	01/31/2024 – 04/30/2024	\$21,051.00
	04/30/2024 – 05/31/2024	\$6,448.00
Total premium for extensions		\$60,524.00

Please review and let us know if anything else is needed.

Kind regards,
 Sorina Nedelcu



Sorina Nedelcu, AIMS
Senior Account Manager
 CA Individual License #0128428
Relation Insurance Services
 2800 W. March Lane, Suite 420, Stockton, CA 95219
 CA Agency License #0128655 / #0269112 / #0155316
 Direct line: 818-483-6930
sorina.nedelcu@relationinsurance.com relationinsurance.com



Arntz Builders, Inc.

431 Payman St, Petaluma CA 94952 License No. 856393 T (415) 382-1188 F (415) 883-3756 www.amtzbuilders.com

May 7, 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject : **Laurel Child Development Center Replacement**
File No. . . . : 59 Unsuitable Soil at Garden Area
Soils Emails

Good Morning Mary,

Attached, please find the costs associated with ABI File #59 regarding the unsuitable soils found in the garden area and the geotech recommended fix.

Subcontractor Work:		
Bay Cities Paving & Grading		\$12,499.90
Subcontractor Subtotal		<u>\$12,499.90</u>
Mark-Up	5.0%	\$625.00
		<u>\$13,124.90</u>
TOTAL QUOTE		\$13,124.90

We reserve the right to submit a claim for an extension of time and for all related delay and inefficiency costs that may result due to the changed condition. The extent and amount will be determined at a later date when the full impact of changed condition can be evaluated and determined. All rights and remedies are reserved.

Sincerely,

ARNTZ BUILDERS


Sam Arntz
Project Manager

dg
enc

Dominique Gauthier

From: MARY LEDEZMA <mary.ledezma@ousd.org>
Sent: Wednesday, April 5, 2023 8:16 AM
To: Tim Taylor
Cc: Sam Arntz; Richard Thomsom (CAschoolinspections@gmail.com); Dominique Gauthier; Anissa Green
Subject: Re: [EXTERNAL] FW: Laurel Site Visit 4/4/23

yes. pls track T&M

Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street
510.535-7055 office 510.499-4447 cell
mary.ledezma@ousd.org

On Wed, Apr 5, 2023 at 8:02 AM Tim Taylor <tim@arntzbuilders.com> wrote:

Mary

Per our conversation this morning regarding the Geo Tech Recommendation we are proceeding forward and will track the extra work on T&M to get this work finished up this week. Will have Richard (IOR) sign T&M tags Thanks

From: Richard Thomsen <caschoolinspections@gmail.com>
Sent: Wednesday, April 5, 2023 7:48 AM
To: Alex Light <ALight@engeo.com>; MARY LEDEZMA <mary.ledezma@ousd.org>; Tim Taylor <tim@arntzbuilders.com>
Subject: Re: Laurel Site Visit 4/4/23

Alex,

Yes, that was my understanding as well. Thanks for the follow up.

Richard Thomsen

DSA Project Inspector 5861

CAschoolinspections@gmail.com

707-953-2396

"Protecting the Owner's Interest"

On Tue, Apr 4, 2023 at 5:59 PM Alex Light <ALight@engeo.com> wrote:

Hi Richard,

Following up on our site visit today. Our field rep observed an area of soft material at the bottom of pipe trench while on-site. Based on our observation of the field conditions, we made the recommendation to over-excavate the pipe trench excavation by approximately 6-8 inches and backfill with class 2 aggregate base up to the design bottom of trench excavation grade. This was communicated in the field to the wet utility contractor.

I understand that we will be back on site tomorrow to observe the completion of this task.

Thanks,

Alex



Alex Light, PE • Project Engineer

ENGEO Incorporated

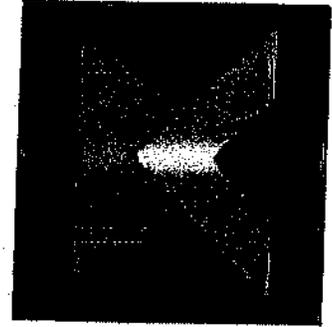
1630 San Pablo Ave, Suite 200, Oakland, CA 94612

(413) 835-1513 • alight@engeo.com

UNITED STATES • NEW ZEALAND • AUSTRALIA • GUAM • www.engeo.com

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TRANSMITTAL



Transmittal number	3	Date	06/16/2023
Project	LAUREL CHILD DEVELOPMENT	Oakland, ca	
Project number	4146		
To	SAM ARNTZ		
Cc			
From	BAY CITIES PAVING AND GRADING	P.O. BOX 6227 CONCORD, CA 94524	

We are sending	Extra Work Bills 6-9		
For the purpose of	Review		
Sent via	E-Mail	Reference	Attached

Copies	Date	Description
		005- # 6-9

Remarks

By NATALIE M SAGUN

DAILY EXTRA WORK REPORT

Oakland Unified School District

Contractor Job: **4146 - Laurel CDC**

Work Performed By: **Bay Cities Paving & Grading, Inc. (For Arntz Builders, Inc.)**

Description of Work: **Remove/Cut Out And Prep Existing Clay Sewer (4"). Remove 2-1.5" PVC Lines And Excavate Approx. 8'**

Contract: **2206**

Ticket No. **65079**

Report No.

Signed

Sub: **BAYCITIES Bill: 6.0 Job: 4146 \$1,567.06**

Change Order **005**
 Billing Number **6.0**
 Report Date **6/01/2023**
 Perform Date **4/04/2023**

Labor Charges

Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 OE S0318	A Delfino	1.00			106.130			106.130
L02 LBR LBS	D Bohman	3.00			63.280			189.790
L03 LBR LB3	J.L. Solis Velasco	3.00			62.310			186.930
L04 OE OE3	ML. Trisby	3.00			85.640			256.920

Labor Charges		
RT Labor		739.76
SC 8.00%		66.58
OT/DT Labor		0.00
Subtotal Labor		806.34
Subsistence		0.00
Other Expenses		0.00
MU 33.00%		266.09
Labor Total		1,072.43

Equipment Charges

Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 02-174	TRUCK	T&T	06-12			1.00		42.390			42.390
E02 02-137	TRUCK	T&T	06-12			3.00		42.390			127.170
E03 10-071	LDRRT	CAT	1861N2		C2	3.00		86.860			260.580

Equipment Charges		
Subtotal		430.14
MU 15.00%		64.52
Equipment Total		494.66

Material Charges		
Activity Total		1,567.09

Work Total 1,567.09

BW Subtotal 1,567.09

BW Total + 1,567.09

For Owner/Resident Engineer's Use Only

New Bill Approved for Payment
 Resubmittal Returned for Correction

Date of Action:

Date Received:

Accepted:

Customer:

Date:

Contractor:

Date:

Arntz Builders

DAILY EXTRA WORK REPORT

Project Owner: Oakland Laurel Elementary

DEWR # 65079

Contract No. _____ DIRECT BILL TO GENERAL Y / N

Project Location Laurel Elementary Oakland

C.C.O. No. _____ Cost Code 3/000 57a

Date Performed Tuesday 4-4-23 Date of Report 4-4-23 ✓

Job No. 4146

WORK PERFORMED BY: Greg Citras Paving & Grading

Contractor Report No. #6
Flagging at _____ Percent Night Y ()

DESCRIPTION OF WORK: Remove / cut out and prep existing pipe sewer (4") remove - 2 - 1.5" PVC lines and
EQUIPMENT excavate approx 3" dot and material **LABOR** Per soils excavated

EQUIP. NO.	DESCRIPTION	HOURS	ATTACH. CODE	DELAY FACT.	EMPL. NO.	EMPLOYEE	CRAFT	CLASS CODE	HOURS				
									REG.	O.T.	PREM.	NIGHT	
✓ 02174	1/2 ton PU	1			03193	Tony Dellino	1	OE7 OE8	1				
✓ 02137	1 ton Tool Truck	3			21930	Mike Frisby	1	OE3 OE6	3				
10071	Backhoe	3			51370	Don Bohman	1	Lab LCC5	3				
					6752	Jose Salis	1	Lab LCC3	3				
<p>100% Rebound shown Verify hours only 4-18-23</p>													

MATERIAL AND/OR WORK DONE BY SPECIALISTS

VENDOR	INVOICE NO.	DATE	DESCRIPTION	QUANTITY	PRICE

ACCEPTED FOR PROGRESS PAYMENT

Resident Engineer

White: Contractor • Yellow: Owner • Pink: Foreman

Tony Dellino
Contractor's Representative

DAILY EXTRA WORK REPORT

Sub: BAYCITIES BE: 7.0 Job: 4148 \$3,825.07

Oakland Unified School District

Contractor Job: **4148 - Laurel CDC**
 Work Performed By: **Bay Cities Paving & Grading, Inc. (For Armitz Builders, Inc.)**
 Description of Work: **Backfill Compact 4" Drench Over & Under For 12" SD 1' Deeper Than Contract Work. Stockpile Approx. 3**

Contract: **2206**
 Ticket No. **65078** Signed
 Report No.

Change Order **005**
 Billing Number **7.0**
 Report Date **6/01/2023**
 Perform Date **4/05/2023**

Labor Charges

Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 OE S0318	A Delfino	2.00			106.130			212.260
L02 LBR LBS	D Bohman	5.00			63.280			316.300
L03 LBR LBS	JL Soles Velasco	5.00			62.310			311.550
L04 OE OE3	ML Trisby	5.00			85.640			428.200

Labor Charges	
RT Labor	1,288.31
SC 9.00%	114.15
OT/DT Labor	0.00
Subtotal Labor	1,382.46
Substances	0.00
Other Expenses	0.00
MU 33.00%	456.21
Labor Total	1,838.67

Equipment Charges

Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 02-174	TRUCK	T&T	06-12			2.00		42.390			84.780
E02 02-137	TRUCK	T&T	06-12			5.00		42.390			211.950
E03 10-071	LDRFT	CAT	1861N2		C2	5.00		86.860			434.300

Equipment Charges	
Subtotal	731.03
MU 15.00%	109.65
Equipment Total	840.68

Material/Specialist Work/Lump Sum or Unit Price Payment

Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01 1322	4/05/2023	Jagshaan Trucking / Ten Wheel Dump	1.000 LS	720.00000	720.00
M02 A71495	4/05/2023	Argent Materials Inc. / 3/4 AB II	1.000 LS	276.28000	276.28

Material Charges	
Subtotal	996.28
MU 15.00%	149.44
Material Total	1,145.72

Activity Total	3,825.07
Week Total	3,825.07
BRI Subtotal	3,825.07

For Owner/Resident Engineer's Use Only

New Bill Approved for Payment Date of Action: _____
 Resubmittal Returned for Correction Date Received: _____

Accepted: _____ Date: _____
 Customer: _____ Date: _____
 Contractor: _____ Date: _____

BRI Total + 3,825.07
 Page 1 www.enr.com

NS

DAILY EXTRA WORK REPORT

Oakland Unified School District

Contractor Job: **4146 - Laurel CDC**

Work Performed By: **Bay Cities Paving & Grading, Inc. (For Amtz Builders, Inc.)**

Description of Work: **Backfill Compact 4" Drivch Over & Under For 12" SD 1' Deeper Than Contract Work. Stockpile Approx. 3**

Contract: **2206**

Ticket No. **65078**

Report No.

Sub: BAYCITIES BR: 7.0 Job: 4146 \$3,825.07

Change Order **005**
 Billing Number **7.0**
 Report Date **6/01/2023**
 Perform Date **4/05/2023**

195

Labor Charges

Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 OE S0318	A Dellino	2.00			106.130			212.260
L02 LBR LBS	D Botman	5.00			63.260			316.300
L03 LBR LBS	JL Soils Velasco	5.00			62.310			311.550
L04 OE OE3	ML Trisby	5.00			85.640			428.200

Labor Charges

RT Labor	1,268.31
SC 9.00%	114.15
OT/DT Labor	0.00
Subtotal Labor	1,382.46
Subsistence	0.00
Other Expenses	0.00
MU 33.00%	456.21
Labor Total	1,838.67

Equipment Charges

Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 02-174	TRUCK	T&T	06-12			2.00		42.390			84.780
E02 02-137	TRUCK	T&T	06-12			5.00		42.390			211.950
E03 10-071	LDRFT	CAT	1861N2		G2	5.00		86.860			434.300

Equipment Charges

Subtotal	731.03
MU 15.00%	109.65
Equipment Total	840.68

Material/Specialist Work/Lump Sum or Unit Price Payment

Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01 1322	4/05/2023	Jagshann Trucking / Ten Wheel Dump	1.000 LS	720.00000	720.00
M02 A71435	4/05/2023	Argent Materials Inc. / 3/4 AB II	1.000 LS	276.28000	276.28

Material Charges

Subtotal	996.28
MU 15.00%	149.44
Material Total	1,145.72

Activity Total 3,825.07

Work Total 3,825.07

Subcontractor Markup MU 5.00% 191.25

Billing Subtotal 4,016.32

Billing Total + 4,016.32

For Owner/Resident Engineer's Use Only

- New Bill Approved for Payment
 Resubmitted Returned for Correction

Date of Action:

Date Received:

Accepted:

Contractor:

Contractor:

Date:

Date:

Project Owner Arnt 2 (Oakland School District)

DAILY EXTRA WORK REPORT

DEWR # 65078

Contract No. _____

DIRECT BILL TO GENERAL Y / N

Project Location Laurel Elementary Oakland

C.C.O. No. _____ Cost Code 8100502

Date Performed 4-5-23

Date of Report Wednesday 4-5-23

Job No. 4146

WORK PERFORMED BY: Bay Cities Pumping & Grading

Contractor Report No. #7

Flogging at _____ Percent Night Y / N

DESCRIPTION OF WORK: Reball & Compact 4" trench area & outside for (12' x 12') 1' deep thru contract work
EQUIPMENT Stackpile approx 3 loads for offhaul **LABOR**

EQUIP. NO.	DESCRIPTION	HOURS	ATTACH. CODE	DELAY FACT.	EMPL. NO.	EMPLOYEE	CRAFT	CLASS CODE	HOURS				
									REG.	O.T.	PREM.	NIGHT	
102174	PV Trench	2			03180	Tony DeHena	1	OE3 OESP	2				
102137	1 ton Soil Trench	5			21990	Mike Trench	1	OE3 OEG3	5				
10071	Backhoe	5			51330	Dave Robinson	1	Lab OEG3	5				
					62510	Jose Salas	1	Lab OEG3	5				
<p><i>10K + Ruband Shovels</i> <i>Verify hours only 4-15-23</i></p>													

MATERIAL AND/OR WORK DONE BY SPECIALISTS

VENDOR	INVOICE NO.	DATE	DESCRIPTION	QUANTITY	PRICE
Jooshaan Trucking	5680	4-5-23	Trench Wheel Pump	6 hrs.	
Argent Materials	43809	4-5	3/4 AB II	37.23	
	42836		" "	TON	
	42861		" "		

ACCEPTED FOR PROGRESS PAYMENT

Resident Engineer

White: Contractor • Yellow: Owner • Pink: Foreman

[Signature]
 Contractor's Representative

JAGSHAAN TRUCKING LLC 5680

P.O. Box 5235, Bay Point, CA 94565
 RECEIVED PH: (925) 812-0259 • Fax: (925) 261-0228

DATE 4/5/23

APR 13 2023

S M T W T F S

TRUCK # 19 TRAILER # _____ TOTAL BRIDGE TOLLS _____

SUB HAULER Interstate Trucking LLC JOB NO. _____ PRIME CARRIER _____
 CONTRACTOR Ray Cilia Ring & Sons
 POINT OF ORIGIN Regent Material DESTINATION 3825 California St
 CITY Baldwin St Oakland CITY Oakland CA
 MATERIAL Base Rock MATERIAL CHARGE TO _____

WEIGHT TAG NO.	NET WEIGHT	LOADING				UNLOADING			
		STAND BY	ARRIVE	LEAVE	ARRIVE	LEAVE	STAND BY		
1.43809	19.91		7:30	7:40	8:00	8:10			
2.42836	19.31		8:30	8:45	9:10	9:25			
3.43861	19.71		9:45	10:00	10:40	1:10			
4.			1:30						
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
START TIME	STOP TIME	DEDUCT TIME	INITIALS FOR NOT LUNCH		NET TIME	HR	MIN		
7:30	1:30		p			8	00		

TERMS AND CONDITIONS: On all past due accounts there will be a finance charge of 2% per month which is 24% annually. Customers agree to accept responsibility for any overpaid violations that occur from hauling of material off of job site where no scales are provided. Customer also agrees to pay for all court and Attorney costs for collection of delinquent accounts. The company assumes no responsibility for damages inside curb or property line. Any claim must be noted at the time of delivery to the concerned driver.

1.00

DRIVER g
 DRIVEN LOG FOR CHIP ONLY START TIME FROM YARD FINISH TIME TOTAL TIME OFFICE

PRESS HARD YOU ARE MAKING 6 COPIES



ARGENT MATERIALS
 8300 Baldwin Street
 Oakland, CA 94621

RECEIVED
 APR 12 2023

Customer ID: 1022
 Payment Terms: NET 30

BILL TO:
 Bay Cities Paving & Grading, Inc
 Email Inv
 P.O. BOX 6227
 Concord, CA 94524-6227

INVOICE # A71435
 INVOICE DATE 4/5/2023
 PURCHASE LOCATION 8501 San Leandro Street

Job #: 4146
 Order PO #: 12754
 JOB NAME/LOCATION: 3825 California Street, Oakland, CA

ORDER DESCRIPTION:
 6008 - Laurel Child Development Center Replacement

Date	Truck ID	Ticket #	PQH	Mat Rate	File/Rate	Qty	Material	Tax	ICF	TI Amt	Total	
4/5/2023	JAGSHMAN12	43803		✓	\$5.00	\$0.00	12.21	\$73.26	\$7.51	✓	\$10.00	\$96.27
4/5/2023	JAGSHMAN12	43886			\$6.00	\$0.00	12.21	\$73.86	\$7.57		\$10.00	\$91.43
4/5/2023	JAGSHMAN12	43861			\$6.00	\$0.00	12.71	\$76.26	\$7.82		\$10.00	\$94.08
100 - Class H AB 3/4" - Recycle - Tickets: 3											\$76.28	

TOTAL TICKETS	NET TONS	LOADS	MATERIAL AMOUNT	TAX AMOUNT	ICF AMOUNT	FREIGHT AMOUNT
3	37.23	0.00	\$223.38	\$22.90	\$30.00	\$0.00

*Integrated Compliance Fee and Freight are exempt from Tax
 A finance charge may be applied to all unpaid balances.
 Reprinted Ticket Fee: \$2.00 per ticket for any reprinted ticket copies (mailed or emailed). Drivers are responsible for tickets.

SUBTOTAL	\$223.38
TAX	\$22.90
FREIGHT	\$0.00
ICF	\$30.00
TOTAL	\$276.28

*If you have any questions about this invoice
 please contact us at 510-638-7188.
 We appreciate your business!*

5/25

DAILY EXTRA WORK REPORT

Sub: BAYCITIES Bill: 8.0 Job: 4146 \$2,021.92

Oakland Unified School District

Contractor Job: **4146 - Laurel CDC**
 Work Performed By: **Bay Cities Paving & Grading, Inc. (For Amiz Builders, Inc.)**
 Description of Work: **Complete 12" Over Ex @ 12" Pipe Bottom Of Trench W/ AB 2. Move Excavated Material To Onsite Location**

Contract: **2206**

Ticket No. **69970**

Report No.

Signed

Change Order

Billing Number

Report Date

Perform Date

005

8.0

6/01/2023

4/06/2023

Labor Charges

Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 OE S0318	A Delfino	1.00			106.130			106.130
L02 LBR LBS	D Bohman	4.00			63.260			253.040
L03 LBR LB3	JL Sofia Velasco	4.00			82.310			249.240
L04 OE OE3	ML Trisby	4.00			85.640			342.560

Labor Charges

RT Labor	950.97
SC 9.00%	85.59
OT/DT Labor	0.00
Subtotal Labor	1,036.56
Subsistence	0.00
Other Expenses	0.00
MU 33.00%	342.06
Labor Total	1,378.62

Equipment Charges

Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 02-174	TRUCK	T&T	06-12			1.00		42.390			42.390
E02 02-137	TRUCK	T&T	06-12			4.00		42.390			169.560
E03 10-071	LDRRT	CAT	1851N2		C2	4.00		86.860			347.440

Equipment Charges

Subtotal	559.39
MU 15.00%	83.91
Equipment Total	643.30

Material Charges

Activity Total **2,021.92**

Work Total **2,021.92**

Bill Subtotal **2,021.92**

Bill Total + **2,021.92**

For Owner/Resident Engineer's Use Only

New Bill Approved for Payment
 Resubmittal Returned for Correction

Date of Action:

Date Received:

Accepted:

Customer:

Date:

Contractor:

Date:

Project Owner Arvitz (Oakland School District) **DAILY EXTRA WORK REPORT**

1/43

DEWR # 69970

C.O.O. No. Cost Code 21000500

Job No. 4146

Contractor Report No. #8

Flagging at Percent Night N

Contract No. DIRECT BILL TO GENERAL Y / N

Project Location Laurel Elementary Oakland

Date Performed Thursday 4-6-23 Date of Report 4-6-23

WORK PERFORMED BY: Bay Cities Paving & Grading

DESCRIPTION OF WORK: Complete 12" over on 12" pipe bottom of trench w/ ab 2. Move excavated material to waste location to be attended at a later date.

EQUIP NO.	DESCRIPTION	HOURS	ATTACH. CODE	DELAY FACT.	EMPL. NO.	EMPLOYEE	CRAFT	CLASS CODE	HOURS				
									REG.	O.T.	PREM.	NIGHT	
02-174	Keeton (PU)	1											
02-137	Tool Truck (Haw)	4			03180	Tom Delfino	GE2	DESP	1				
10-2521	Bulkpac	4			21980	Mika Tinsley	GE2	DEG3	4				
					51330	Don Bohman	LAB	LBC5	4				
					67510	Jase Salis	LAB	LBC3	4				

IOR: Richard Shoren
Verify hours only 4-18-23

MATERIAL AND/OR WORK DONE BY SPECIALISTS					
VENDOR	INVOICE NO.	DATE	DESCRIPTION	QUANTITY	PRICE
Tag Shores Trucking	N/A	N/A	2 - Superdura loads dirt (wet) to be attended at later time.	2 loads	

ACCEPTED FOR PROGRESS PAYMENT

Resident Engineer

White: Contractor • Yellow: Owner • Pink: Foreman

[Signature]
Contractor's Representative

DAILY EXTRA WORK REPORT

Sub: BAYCITIES EIL: 9.0 Job: 4146 \$1,069.50

135

Oakland Unified School District

Contractor Job: 4146 - Laurel CDC

Contract: 2206

Change Order 005

Work Performed By: Bay Cities Paving & Grading, Inc. (For Amiz Builders, Inc.)

Ticket No. 69971

Billing Number 9.0

Description of Work: Reinstalled 1.5" Water Lines At Play Yard Area, Backfill Areas And Clean Up.

Report No.

Report Date 6/01/2023

Perform Date 4/07/2023

Labor Charges

Craft ID	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 OE S0318	A Dellino	1.00			106.130			106.130
L02 LBR LBS	D Bohman	2.00			63.260			126.520
L03 OE OE3	ML Trisby	2.00			85.640			171.280

Labor Charges

RT Labor	403.93
SC 9.00%	36.35
OT/DT Labor	0.00
Subtotal Labor	440.28
Subsistence	0.00
Other Expenses	0.00
MU 33.00%	145.29
Labor Total	585.57

Equipment Charges

Equipment ID	Class	Make	Model	A1	A2	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 02-174	TRUCK	T&T	08-12			1.00		42.390			42.390
E02 02-137	TRUCK	T&T	08-12			2.00		42.390			84.780
E03 10-071	LDRRT	CAT	1991N2		C2	2.00		86.860			173.720

Equipment Charges

Subtotal	300.89
MU 15.00%	45.13
Equipment Total	346.02

Material/Specialist Work/Lump Sum or Unit Price Payment

Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01 30609060	4/07/2023	Water Components & Building Supply / Misc. Water Fittings	1.000 LS	119.92000	119.92

Material Charges

Subtotal	119.92
MU 15.00%	17.99
Material Total	137.91

Activity Total 1,069.50

Work Total 1,069.50

Bill Subtotal 1,069.50

Bill Total + 1,069.50

For Owner/Resident Engineer's Use Only

- New Bill Approved for Payment
 Resubmittal Returned for Correction

Date of Action:

Date Received:

Accepted:

Customer:

Date:

Contractor:

Date:

Project Owner Acutz (Oakland School District) **DAILY EXTRA WORK REPORT**

DEWR# 69971

Contract No. _____ DIRECT BILL TO GENERAL Y / N

C.C.O. No. _____ Cost Code B100

Project Location Lowell Elementary Oakland

Job No. 4146

Date Performed Friday 4-7-23 Date of Report 4-7-23

Contractor Report No. #9
Flagging at _____ Percent Night Y / N

WORK PERFORMED BY: Brad Citras Perry of Civaling

DESCRIPTION OF WORK: Re installed 1.5" water lines at playground area, backfill areas and clean up.

EQUIP. NO.	DESCRIPTION	HOURS	ATTACH. CODE	DELAY FACT	EMPL. NO.	EMPLOYEE	CRAFT	CLASS CODE	HOURS				
									REG.	O.T.	PREM.	NIGHT	
02-174	PV Truck	1											
02-177	How Tool Truck	2			03180	Tony Delina	1/ OES	OEJP	1				
10-071	Backhoe	2			21920	Mika Trisby	1/ OES	DEG3	2				
					57390	Dan Bohman	LAB	LCS	2				
<p>100%: Roland Thomas Verify hours only 4-7-23</p>													

MATERIAL AND/OR WORK DONE BY SPECIALISTS					
VENDOR	INVOICE NO.	DATE	DESCRIPTION	QUANTITY	PRICE
<u>Water Components</u>	<u>30606060</u>	<u>4-7-23</u>	<u>Misc Water fittings</u>		

ACCEPTED FOR PROGRESS PAYMENT

Resident Engineer

White: Contractor • Yellow: Owner • Pink: Foreman

[Signature]
Contractor's Representative

WCB'S

water components & building supply, Inc.

P.O. Box 10007
San Rafael, CA 94912
www.watercomponents.com
Phone 415 451-1780
FAX 415 451-1786

INVOICE

30606060

BILL TO:

BAY CITIES PAVING GRADING
PO BOX 6227
CONCORD, CA 94524
Phone: 925-687-6666

SHIP TO:

BAY CITIES PAVING GRADING
5029 FORNI ROAD
CONCORD, CA 94520

INVOICE DATE	YOUR ORDER NO	TERMS	SALES PERSON
04/07/23	4146 LAURAL		Tom

Quantity	Description	Price	Amount
30	SCH40 1.5" PIPE (20') ft	2.245	67.35 T
2	CONCRETE 60lb 4000pis/28days	6.783	13.57 T
8	SCH40 1.5" 45 SOC 417-015	2.592	20.74 T
2	SCH40 1.5" COUPLING SOC429-015	1.13	2.26 T
1	SCH40 2" x 1.5" BELL 429251	3.862	3.86 T
1	MARKER SHARPIE BLACK	1.99	1.99 T

INVOICE

RECEIVED
APR 10 2023

THANK YOU

Received by: _____ Print Name: _____
Delivered by: _____ Date/Time: _____

Sub-Total:	109.77
Shipping:	0.00
Tax: [9.25%]:	10.15 *
Total:	119.92
Paid:	0.00
Amount Due:	119.92

Water Components & Building Supply, Inc. will not accept any product returns after the 30th day following the sale. Any returns within 30 days of sale will be subject to a restocking fee. Interest on accounts 30 days old accrues at the rate of 1.5% per month. Actual charges/fees and cost shall be paid to the prevailing party in any action to collect any unpaid balance.

DMJ



Arntz Builders, Inc.

431 Fayman St, Petaluma CA 94952 License No. 856393 T (415) 382-1188 F (415) 883-3756 www.arntzbuilders.com

June 11, 2024

Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject : **Laurel Child Development Center Replacement**
File No. . . . : **64** **Added Occupancy Signs**
RFI #211

Good Morning Mary,

Attached, please find the costs of fabrication and installation of added occupancy signs in accordance with RFI #211, ABI File #64.

Subcontractor Work:		
A Good Sign & Graphics		
Subcontractor Subtotal		<u>\$482.87</u>
Mark-Up	5.0%	\$24.14
TOTAL QUOTE		<u>\$507.01</u>

We reserve the right to submit a claim for an extension of time and for all related delay and inefficiency costs that may result due to the changed condition. The extent and amount will be determined at a later date when the full impact of changed condition can be evaluated and determined. All rights and remedies are reserved.

Sincerely,

ARNTZ BUILDERS


Sabir Arntz
Project Manager

dg
enc

A GOOD SIGN & GRAPHICS CO

COR # 3

Job Name: Laurel Child Development Center Replacement

Date: June 10, 2024

Job Number: #22-1863

Time Impact: 2-3 weeks

Reference: RF# 211 and Anissa Green email

COR will only be valid for 60 days after issued date

New				
10' x 6' Maximum Occupancy sign for "Faculty Resource Center" Occupant Load Number to be 49. Colors and material to match approved signage drawings for non-toxic signage				
Sign Type	Sign Detail	Direct Labor		
		HOURS	Rate	Cost
Max Occ sign	Design Time	1.00	\$95.00	\$95.00
	Installation	1.00	\$108.97	\$108.97
	Mobilization	1.00	\$150.00	\$150.00
SUBTOTALS		3.00		\$353.97
Sign Type	Sign Detail	Direct Materials		
		Qty	Rate	Cost
Max Occ sign	10' x 6' x 1/8" thick acrylic	1	\$85.00	\$85.00
	SUB-SURFACE PAINTED BACKGROUND COLOR: LIGHT GREY MEDIUM GRAIN			
	SUB-SURFACE SILK-SCREENED TEXT COLOR: MATHEWS (MATHS) 0214 MATCH BY 207 RD IN CASE CHARCOAL GRAY			
SUBTOTALS		1.0		\$85.00
Sign Type	Sign Detail	Direct Equipment		
		Qty	Rate	Cost
	COST OF SHIPPING IF ONLY SIGNAGE IS REQUESTED, NOT INSTALL: \$50			
SUBTOTALS		0.0		\$0.00
NOTE:				
Design cost accounts for the required time to design the Max Occupancy sign type and create files for production of the sign. Minimum install time and mobilization cost has been included as initial signage install was completed prior to this sign being requested. Cost for material, fabrication, and assembly of sign is included in the "Direct Materials" rate. If it is preferred that we ship the sign and not install, the mobilization and install cost will be replaced with shipping cost.				
		*Combined Subtotal:	\$438.97	
		10% Markup:	\$49.90	
		Combined Subtotal + Markup:	\$488.87	
		Bond 1.5% (of *Subtotal):		
GRAND TOTAL:			\$488.87	

6-10-2024

A Good Sign - NAME/TITLE

DATE:



Arntz Builders, Inc.
 431 Payran Street
 Petaluma, California 94952
 P: +17078352900

Project: 2206 Laurel Child Development Center Replacement
 3825 California St.
 Oakland, California 94618

RFI #RFI211: Occupancy Sign @ Family Room

Status	Closed on 06/06/24		
To	Zuhumar Turghun (Multistudio)	From	Matt Schmidt (Arntz Builders, Inc.)
Date Initiated	May 30, 2024	Due Date	Jun 6, 2024
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	
Spec Section		Cost Code	
Drawing Number		Reference	

Received From Alex Lloret (A Good Sign and Graphics Co.)

Copies To David Arntz (Arntz Builders, Inc.), Sam Arntz (Arntz Builders, Inc.), Kiko Gamboa (Arntz Builders, Inc.), Anissa Green (Arntz Builders, Inc.), Teresa Jan (Multistudio), Mary Ledezma, Matt Schmidt (Arntz Builders, Inc.)

Activity

Question Question from Matt Schmidt Arntz Builders, Inc. on Thursday, May 30, 2024 at 09:50 AM PDT
 Please confirm there is a required occupancy sign at the Family Resource Room with a max. occupancy of 49

Official Response

Response from Anissa Green Arntz Builders, Inc. on Thursday, Jun 6, 2024 at 02:12 PM PDT
 Please see attached

Attachments
 RFI211 Occupancy Sign at Family Room.pdf

All Replies

Response from Anissa Green Arntz Builders, Inc. on Thursday, Jun 6, 2024 at 02:12 PM PDT
 Please see attached

Attachments
 RFI211 Occupancy Sign at Family Room.pdf

<p>DATA NETWORK</p> <p>12/12: Fiber installed from CDC IDF to Elementary School MDF. Still needs to be landed to switches. 12/12: Patch panels and switches in IDF not installed yet. 1/9/24: Bundling and tying cables happening this week inside the IDF Room 1/23: Fiber patched to existing patch panel in Laurel ES MDF on 1/19. 1/23: Testing of Fiber and Cat6a cabling today. 1/23/24: Simon (OUSD IT Tech) identified ports in MDF to patch fiber to switch in site. meeting w/ George (Tulum) and Mary on 1/23. 1/30: TULUM tested the fiber optics and cat6a cabling and report received on 1/29. Mary forwarded to OUSD IT for review. 2/6/24: Network Switches not installed yet. 4/16/24: Juniper Switches are not installed yet and no reason is given on why. 4/30: Network switches still not installed 5/14: Juniper network switches were installed on 5/10. 5/21: OUSD IT put switches online on 5/16. 5/21: IP Addresses were sent to TULUM on 5/17. 5/21: UPS installed on 5/21. 6/25/24: Punchlist by OUSD IT items sent to Tulum.</p>	Sam/Matt	OPEN	
<p>CISCO IP PHONES</p> <p>12/19: Cisco IP phones not installed yet. 4/16: phones not installed yet and no reason has been given on why 4/30: phones still not installed 6/18/24: CISCO IP phones installed (6 total) last week in classrooms, Principals Office and Family Resource Center. These phones will be programmed to function with the iPhones intercom system 7/16/24: Programming of classroom phones to the intercom remains.</p>	Sam/Matt	OPEN	
<p>DATA WIRELESS ACCESS ANTENNAS</p> <p>12/12: cabling and jacks for wireless access antennas completed. 12/12: wireless access antennas not installed yet. 4/16: WAPs not installed yet. 5/14: WAPs were installed 5/10. Still need to be labeled. 6/18/24: WAPs are labeled and Mary will ask OUSD IT to conduct punchwalk. 7/2/24: WAP in reception is offline. Notified Abate/Tulum last week 7/16/24: WAP in reception area is on-line confirmed by OUSD IT.</p>	Sam/Matt	OPEN	

COR / AED's / PCO's / ASI's / CCD			
	Name	Open	Closed
<p>PCO – OUSD Potential Change Order</p> <p>PCO#1 CCD#2 HVAC equipment – Cost is being evaluated. 12/13/24: PCO#1 CCD#2 HVAC has been submitted to leadership 12/30: PCO#1 was approved on 12/15.</p>			CLOSED
<p>AED – OUSD Allowance Expenditure Directive</p> <p>AED#1 fire sprinkler flex hoses AED#2 fire sprinkler elbows at roof overhang AED#3 rolling racks for refrigeration AED#4 soffit in workroom AED#5 relocate ceiling fan rough-in</p>			

7/16/24

	<p>AED#6 PV stanchion roof flashing AED#7 site utilities to gardens AED#8 duct routing changes in kitchen AED#9 markerboard & wall panels AED#10 temp space heaters AED#11 lighting controller relocation, added motion detectors, fire alarm credits in CCD#2 & misc credits in CCD#2. Revised AED#11 issued on 11/21. AED#12 Credit to delete SOG insulation Revised AED#12 issued on 11/21. AED#13: Bell power, 24x24 access panel, Heat/SD coverage Issued 11/21. AED#14 CCR#35 PG&E requested changes; CCR#34 emerg light circuit; CCR#38 all communication cabling in Laurel ES main office issued 2/9/24. AED#15 casework storage CCR#37 issued 2/9/24. AED#16 TPE infill (turf field) AED#17 Casters for wire shelving in kitchen AED#18 Tree Removal AED#19 Tool Shed slab on grade pad AED#20 HVAC Controls AED#21 Street Paving (City Moratorium) AED#22 Window Blinds Mounting AED#23 credit fog seal, add back fog seal & striping AED#24 blank AED#25 Spiral Herb Planter AED#26 Manhole conflict w/ turf field AED#27 Added irrigation in CDC play yard AED#28 Play pump sink underground drainage AED#29 Relocate SD to clear Transformer AED#30 Grind existing asphalt & re-pave AED#31 Rain Barrel platform AED#32 Replace shattered windows (2 total) due to vandalism</p>			
	<p>ALLOWANCE (in Arntz Contract) Blocking for PV stanchions (Approved)</p>			
<p>CCR#1 AED#12</p>	<p>ASI#2 (Slab on Grade & Footing Insulation) 11/08: Mary received cost, still waiting for District's reconciliation. 11/29: still in review by Emil. Mary will follow up. 12/13: Mary will follow up w/ Emil. 12/20: Slab on Grade ASI#2 was not approved. Mary provided comments. 1/03: Sam still needs more time to review questions from Emil (estimator). 7/18: Mary re-sent questions (by Emil) to Sam on 7/17 10/24: AED#12 issued</p>	<p>SAM</p>	<p>OPEN</p>	
<p>CCR#20</p>	<p>ASI#3 (Whiteboards vs TV Flat Panels) 11/15: ASI #3 was issued to Arntz for pricing 12/13: There is RFI #22 Pending for clarification. RFI response will be answered today. 12/20: RFI#22 was answered on 12/13. The size of whiteboards changed from ASI#3 to RFI#22 response. 1/03: Sam will have a response this week.</p>			

CCR#13 AED#9	<p>6/23: CCR#13 submitted 5/17 Qty okay but size incorrect 6/29: still pending revised CCR 7/18: Revised CCR#20 (superseded CCR#13) submitted on 7/10. Zulhumar is reviewing. 7/18: Zulhumar questioning 96sf vs 10sf of additional acoustical paneling given that the ceiling was dropped which resulted in a reduction. 9/19: AED#9 issued. 10/26: AED#9 pending Arntz signing</p>	Sam	OPEN	
CCR#6 (CCR#4 superseded) No Cost	<p>ASI#4 (Changes to the sink in the Custodian room) 11/08: Sam will get pricing ready this week. 11/29: No update by Sam 12/06: Posted to CLOBI on 12/5. Mary sent out comments. 12/20: No update 1/03: Sam will reach out to the sub for review. 2/14: CCR#6 posted 2/13. In review 8/29: Sam confirmed no cost.</p>			CLOSED
No Cost	<p>ASI#5 Additional Bike Racks 10/25: 2 additional racks are required. There are 2 extra at the Elementary yard that will be OFCI. 12/13: Zulhumar has posted to COLBI today. Issued to Arntz for pricing 1/03: Arntz pricing is pending 3/7: Sam says no added cost</p>	SAM		CLOSED
CCR#17 AED#20	<p>ASI#6 CONTROLS associated with CCD#2 HVAC 11/29: Eric (Kw) sent out final comments on 11/18. Zulhumar on it. 12/06: Zulhumar will issue this soon. 12/13: Zulhumar has been issued & posted to Colbi doc on 12/13. 1/03: Sam preparing COR 6/27: CCR#17 was submitted without breakout cost (adds vs deducts) 6/27: RF1#91 posted on 6/23 to refer to ASI#6 7/12: Zulhumar will review and compare CCR for CCD#2 which had credits for control deducts and CCR#17 puts back cost for additive controls scope. 8/29: Sam will flag and highlight the controls that were credited in CCR#2 because it's not clear to Malory (MEOR) nor Zulhumar 9/6: Zulhumar & Mary will look again. 11/21: Eric (KW) reviewing changes to the controls scope. 12/19: Controls submittal 176R2 posted "Make Corrections Noted" on 12/18/2023. 4/16: AED#20 issued to Arntz on 4/16</p>	SAM	OPEN	
No Cost	<p>CCD#1 (Stepped Footing) 11/29: No net cost</p>			CLOSED
CCR#3 PCO#1	<p>CCD#2 (HVAC) 11/29: Sam submitted COR (\$600K) on 11/16 for HVAC equipment only. Emil is evaluating. 12/06: Mary will process this as PCO#1. 12/13: PCO#1 has been routed to leadership.</p>			CLOSED
CCR#19	<p>CCD#3 (Fire Alarm revisions associated w/ CCD#2) 11/15: Sam working on price. 11/19: Sam has not received a cost from Tulum and will follow up. 1/17: Tulum electrical sub requesting assistance for pricing from District's</p>			

AED#11	<p>fire & intrusion team. Mary will follow up. 1/24: Sam working on COR 7/12: CCR#19 Zuhumar reviewing scope in credits. 7/18: Zuhumar good with scope in Credits. Mary will draft AED 10/24: AED#11 issued</p>	SAM	OPEN	
	<p>CCD#4 Fire Sprinkler Revisions 11/29: Sam reviewed CCD#4 and sees no net cost. 12/06: This has been agreed to no net cost</p>			CLOSED
CCR#8 AED#6	<p>PV SUPPORT BLOCKING & W.P. (Flat Roof) DSA DESIGN REVISION 1/10: Zuhumar submitted CCD#5 to DSA on 1/10 1/17: Per Zuhumar resubmitted it to DSA on 1/13 as a REVISION. 2/7: Stamped/Approved by DSA on 2/7. Sam will cost. 2/14: CCR#8 posted. In review. 2/28: comments on CCR#8 in Sam's court 3/7: Meeting scheduled after this OAC to review shifting of PV arrays per layout by Innovative. 3/21: REVISED CCR#8 reviewed and comments to Arntz on 3/20. 3/28: Revised CCR#8 received on 3/24 & Emil reviewing. 4/4: Allowance approved for PV blocking 4/4: AED#2 pending for roof flashing at stanchions 4/25: PV Blocking billed against Allowance in March Pay App#6 7/24: Mary issued AED#6 limited to scope to flash & waterproof the PV stanchions 10/24: AED#6 pending Arntz signature</p>	SAM	OPEN	
N/A	<p>PV SUPPORT BLOCKING (Sloped Roof) DSA DESIGN REVISION 1/10: Blocking details are pending completion by the PV vendor. 2/28: Zuhumar & SEOR reviewing final cales and layout 3/7: REVISION goes to DSA today. 3/28: DSA Approved REVISION on 3/23. No blocking will be required for PV stanchions located on the high roof.</p>			CLOSED
CCR#18 AED#11	<p>ROOF TOP SCREEN WALL & MISC (deleted in CCD#2) 1/10: Sam working on the COR for deletion of the roof top mechanical screen walls, plaster, framing, painting, curbs, builtup roofing, etc. 4/25: door hdwr, plaster, doors etc are credited 7/12: In Zuhumar's court to review for scope in deductive scope 7/25: Comments were sent to Sam on 7/24. Flashing scope will be addressed. 9/8: Got revised CCR#18 on 8/8. 10/26: AED#11 issued</p>	SAM	OPEN	
COR	<p>COR FIRE EXTINGUISHER 1/10: Per Mary, requested COR solution for fire extinguisher</p>	SAM	OPEN	
CCR#7	<p>PERFORATED DRAIN PIPE (WEST FOOTING) 1/24: Sam submitted COR on 1/23 1/31: Sean agreed to review and give second opinion 2/7: COR is limited to added cost to make PDM. Sam will revise COR 7/18: CCR#7 is pending revision</p>	SAM	OPEN	
CCR#11 AED#3	<p>KITCHEN EQPT (Racks & Air Curtain) 2/28: Per RFI# 16: Cost requested on 2/17, for two rolling racks are required and credit to reduce air curtain from 72" to 36" wide. 4/17: CCR#11 submitted on 4/17. Credit for reduced air curtain</p>			

	<p>missing. 5/30: Refrigerator racks?? 6/6: Racks Submittal coming soon and CCR#11 to be revised. 7/18: Mary issued AED#3 10/24: AED#3 pending Arntz signing</p>	SAM	OPEN	
CCR#9 rejected	<p>ESCALATION UG MATERIALS 2/28: Bay Cities requesting escalation cost for underground materials 3/7: Received CCR#9 on 2/28. Emil reviewing. 3/28: Not approved by Emil, District estimator.</p>			CLOSED
CCR#12 AED#4	<p>CEILING HEIGHT CHANGES (SOFFIT in RM 104) 3/21: Responses to RFI#42, 43 and 49 drops ceiling to 8'-6" 3/28: Sam will track any associated costs 5/2: No cost impact to wall covering revision 5/2: CCR#12 for RFI#58 submitted 4/28 for soffit in workroom #104 7/18: Mary issued AED#4 10/24: AED#4 pending Arntz signing</p>	SAM	OPEN	
CCR#14 AED#5	<p>CEILING FANS 5/30: RFI#69 posted 5/26 moved location of ceiling fans 5/30: CCR#14 posted 5/30 for cost to re-align locations 6/6: currently rough-in is per plan 6/20: Mary approved relocation on 6/20 per CCR#14 7/18: Mary issued AED#5. 10/24: AED#5 pending Arntz signing</p>	SAM	OPEN	
CCR#10 AED#1	<p>FIRE SPRINKLER FLEX BRANCHES (WHIPS) 3/21: Integral checking water pressure and flow calcs for flex branches. 3/21: CCD#6 required for DSA review 3/28: Mary will issue in AED#1 for fire sprinkler flex hoses 4/4: AED#1 approved 4/4 DSA approved CCD#6 4/25: to be billed in April Pay App #7 5/2: 90% installed ending trimout</p>			CLOSED
CCR#16 AED#2	<p>FIRE SPRINKLERS at ROOF OVERHANGS 6/6: 42-90 degree elbows required to install branch line flush in roof overhang (flagged in RFO#52). 6/6: CCR#16 posted 5/31. 6/6: Estimate by O'Neil (Emil) sent to Arntz on 6/6. 6/20: Review in progress & negotiate split delta. 6/27: Sam will submit revised CCR#16 7/18: Mary issued AED#2 10/24: AED#2 pending Arntz signing</p>	SAM	OPEN	
CCR#21 AED#7	<p>LAUREL ES GARDEN UG UTILITIES (ASI#9) 4/17: ASI#9 pending for SS and CW pipes to garden sink & DF 4/25: #56 SS POC to DF #57 DW to ES Garden 5/30: ASI still pending. Sean will follow-up with landscape and civil 6/6: Mary will walk scope w/ Sean after this OAC meeting. 6/20: ASI#9 to be revised and re-issued. 6/20: Response to RFI#56 and #57 to be revised 6/27: REVISED ASI#9 posted to Colbi 6/26.</p>			

	<p>7/12: Sam will submit separate CCRs for Plumbing and Site utilities.</p> <p>7/18: CCR#21 received on 7/13 .</p> <p>8/1: Emil (District estimator) reviewing.</p> <p>8/9: Emil estimate sent to Arntz and in review.</p> <p>8/22: Revised CCR#21 posted on 8/15 was approved</p> <p>9/19: Mary issued AED#7</p> <p>10/14: AED#7 pending Arntz signing</p>	SAM	OPEN
CCR#28 AED#27	<p>PLUMBING IRRIGATION/SURVEY (ASI#9)</p> <p>8/1: CCR for plumbing scope in ASI#9 pending</p> <p>8/2: Sam will submit CCR next week</p> <p>11/7: CCR#28 submitted and rejected on 10/31 for lack of scope definition. Mary unclear. Sam to send list of what's priced.</p> <p>11/21: Sam will revise.</p> <p>5/14/24: Revised CCR#28 submitted on 5/9/24 for garden sink and drinking fountain plumbing hookup by Dinelli, SS surveying & RMT Irrigation changes.</p> <p>5/14/24: Mary sent review comments to Sam on 5/13.</p> <p>6/18/24: revised CCR#28 submitted on 6/12/24.</p> <p>6/18/24: AED#27 issued on 6/18 for additional irrigation and SS and DW survey.</p>		
CCR#26	<p>LIGHTING CONTROLS (ASI#8)</p> <p>4/17: Clarifications to Submittal #121R1 issued in ASI#8 on 4/14</p> <p>11/14: CCR#26 submitted.</p> <p>11/21: Zuhumar reviewing.</p> <p>2/13/24: CCR#26 not approved 2/4.</p>	SAM	OPEN
CCR#26	<p>LIGHTING CONTROLS (ASI#8)</p> <p>4/17: Clarifications to Submittal #121R1 issued in ASI#8 on 4/14</p> <p>11/14: CCR#26 submitted.</p> <p>11/21: Zuhumar reviewing.</p> <p>2/13/24: CCR#26 not approved 2/4.</p>	Sam	OPEN
CCR#26	<p>PRINCIPAL OFFICE - FURRED WALL</p> <p>6/20: furred wall to be tracked T&M</p> <p>8/1: Work completed on T&M</p> <p>9/19: Sam to submit CCR.</p>	SAM	OPEN
CCR#29 T&M AED#13	<p>ACCESS PANEL IN RESOURCE RM#101 (ASI#10)</p> <p>5/9: 24x24 access panel into mechl soffited space</p> <p>5/30: reviewed after OAC meeting</p> <p>6/6: ASI#10 sent to Arntz On 6/8</p> <p>6/20: Tim to submit T&M tags to Richard.</p> <p>8/1: Plywood catwalk require to access ducts and damper levers</p> <p>9/19: Sam to submit CCR.</p> <p>11/14: CCR#29 submitted 11/15.</p> <p>11/21: AED#13 issued on 11/21. Pending Arntz signing</p>	SAM	OPEN
Rev CCR#15 AED#8	<p>KIT BEAM/DUCT REROUTING (RFI#62 & #72)</p> <p>6/6: CCR#15 posted 5/30.</p> <p>6/6: Cost estimate by OUSD (Emil) posted 6/9.</p> <p>8/9: Revised CCR#15 received on 7/13</p> <p>9/19: Mary issued AED#8</p> <p>10/24: AED#8 pending Arntz signing</p>	SAM	OPEN
CCR#101 AED#101	<p>GARDEN TOOL SHED (RFI#102)</p> <p>7/12: Tool shed in elementary garden is missing concrete slab per response to RFI#102 issued on 7/11.</p> <p>9/19: Sam to submit CCR</p> <p>11/14: CCR#101 submitted 11/14</p> <p>1/15: AED#101 issued</p>	MARY	OPEN

T&M CCR#23 AED#11	MOTION DETECTORS (in classrooms) 7/18: direction to install 4 detectors on T&M on 7/12 per Jensen Hughes Peer inspection 8/1: Work completed on T&M 9/19: CCR#23 submitted 10/24: AED#11 issued	SAM	OPEN
T&M CCR#19	WAP RELOCATIONS 7/18: track T&M 8/1: Work completed on T&M.	SAM	OPEN
CCR#42 Rejected	MUSIC WALL (ASI#11) 7/25: ASI#11 to be issued this week 8/1: ASI#11 issued to Arntz 8/29: Music wall will be freestanding supported on concrete footing vs wall mounted. 9/12: Sam confirmed that through bolts will be used to anchor music wall to posts for future removal by B&G maintenance staff in order to access the wall behind it. 9/19: Sam to submit CCR. 4/9/24: CCR#42 received on 4/5 for concrete 2 footings for a free-standing music wall vs wall mounted. Same scope is included in ASI#13 which deleted post mounted signs to offset this cost. Rejected.		CLOSED
CCR#	SIGNAGE/SUPERGRAPHICS/GROWTH CHART (ASI#12) 8/1: CDC Admin requested some changes to the signage submittal. 8/1: Zulhumar working on ASI#12 9/6: Sam working on CCR for ASI#12. 9/12: Credit includes deletion of hand painted supergraphics 9/19: Sam to submit CCR.	SAM	OPEN
CCR#31 T&M AED#13	FIRE ALARM (RFI#113) 7/25: RFI#113 to change smoke det to heat det in laundry room 108 and coverage in hallway outside room 107. 8/1: RFI#113 response posted on 7/28 11/14: CCR#31 submitted on 11/16. 11/21: AED#13 issued on 11/21. Pending Arntz signing.	SAM	OPEN
CCR#30 T&M AED#13	FIRE SPRINKLER BELL (RFI#114) 7/25: missing line voltage for sprinkler bell per RFI#114 posted 7/20: 120V power specified in Spec section 21-13-13 2.15 8/1: Response to RFI#114 posted on 7/31. 11/14: CCR#30 submitted on 11/16 10/16: AED#13 issued on 11/21. Pending Arntz signing.	SAM	OPEN
T&M CCR#32 AED#11	LIGHTING CONTROLLER RELOCATION 8/1: T&M work started on 8/1. 9/12: Mary meeting w/ Marissa (Tulum) at 11:30 to review progress. 9/19: T&M ended on 9/15. 9/19: Sam to submit CCR. 10/17: CCR#26 CCR#32 submitted 11/14: CCR#32 issued 11/16. 11/21: Revised AED#11 issued on 11/21.	SAM	OPEN
	CHPS & EVAC SIGNAGE (ASI#13 / Rev ASI#13) 8/29: Zulhumar will issue this week Note: it will include credit for post/concrete 9/12: ASI#13 was issued on 9/8. Credit for five (5) deleted sign/post/footings and two (2) deleted posts/footings	SAM	OPEN

	<p>9/12: Sam preparing CCR 4/9/24: Cost in CCR#42 is offset by credit due to ASI#13 5/7/2024: Zulhumar issued revised ASI#13 for approved extra signage by City and instruct garden CHPS sign.</p>			
CCR#	<p>WINDOW BLINDS (ASI#14) 9/19: RFI#119 mounting detail issue. 9/19: Zulhumar preparing ASI#14 to add blinds for the front and back fixed entry storefront windows. 10/10: ASI#14 issued to Arutz.</p>	SAM	OPEN	
CCR#49 AED#22	<p>WINDOW BLIND MOUNTING (RFI#119) 8/15/2023: RFI#119 posted on 8/7/2023 requesting detail on mounting of window blinds in classrooms. Angle clip attached to wall will provide suitable mounting of blinds. 5/14/24: AED#22 issued to Arutz on 5/13/24.</p>	SAM	OPEN	
	<p>Exterior Light Poles (ASI#16) 9/26: ASI#16 issued to Arutz on 9/26. Two light poles will be relocated from the middle of the Elementary play yard. 1/5/24: Five (5) concrete piers were formed 36" above grade. Zulhumar considering 12" above grade but clearances need to be checked. Matt will relay measurements. RFI or ASI to be issued. 1/9/24: During site walk with Lauren, Matt & Richard on 1/9, it was determined that the 36" high concrete piers look acceptable.</p>			CLOSED
CCR#36 AED#16	<p>TURF FIELD INFILL 9/19: B&G is requesting TPE infill. Sam checking on impact between Cork vs TPE. 10/10: Response to RFI#136 posted this morning. 12/5: Sam preparing CCR. 1/9/24: CCR#36 posted on 1/9/24. Zulhumar reviewing. 4/16: AED#16 issued</p>	Sam	OPEN	
CCR#50 AED#20	<p>UPSIZE TRANSFORMER PAD (ASI#17) RELOCATE CATCH DRAIN (ASI#17 & RFI#165) 10/10: ASI#17 to be issued by 10/13 to upsize pad 10/17: ASI#17 in progress; Sam directed to order the pre-fabricated transformer pad. 10/24: ASI#17 issued. 12/5: RFI#165 posted 11/27 on Pad clearances to catch basin, driveway and storm pipes. 12/12: BKF visited site on 12/6 to review transformer pad conflicts per RFI#165. 12/12: Response to RFI#165 posted 12/12. Relocation of catch drain is consistent with direction that had been issued in ASI#17 on 10/24. 1/5/24: catch drain not relocated yet. 1/9/24: Re-positioning of catchdrain, primary & secondary trenching/conduits started on 1/8/24. 5/14/24: CCR#50 submitted 5/8/24 for re-routing of storm drain catch box to clear transformer pad. 5/28/24: District estimate for CCR#50 sent to Sam on 5/28. 6/25/24: AED#20 issued to Arutz on 6/20</p>	SAM	OPEN	
	<p>ASPHALT FOG SEAL & Re-STRIPING 10/10: Work scheduled on Saturday 10/28. Premium cost for non-regular time. 10/17: Work moved to Sunday 10/22. PLA meeting held on 10/16</p>			

CCR#33 AED#23	<p>10/24: Kaboom project will secure other contractor to complete slurry seal. 10/24: Sam to submit credit to delete fog seal and striping. 10/31: ASI#18 coming. 11/21: ASI#18 issued on Arntz on 11/16. 12/6: CCR#33 for credit submitted on 11/28. 7/16/24: AED#23 issued to Arntz on 11/24 included CCR#33, CCR#52 and CCR#50.</p>	SAM	OPEN	
CCR#25 AED#10	<p>TEMPORARY SPACE CONDITIONING 10/17: CCR#25 submitted on 10/13 for rental of heat pumps. 10/24: Direction to provide space heater. Sam to submit CCR. 10/31: CCR#25 submitted. AED#10 issued on 10/26 10/31: Heaters ship to site next week. 11/7: Heater arrived on 11/2. Big Ass fans coming by 11/10. 11/21: Heaters placed in rooms on 11/16. 1/5: AED#10 pending signature by Arntz. 4/16: Rental of heaters stopped on 4/1.</p>	Sam/Matt	OPEN	
CCR#8	<p>CLASSROOM #4 RESTROOM (acoustics issue) 10/10: Restroom ceiling in Classroom #4 is open to HVAC above. Issue with noise transmission. See Salter report on item#4. 10/17: Confirming RFI #148 will be submitted. Hgt to be measured. 10/31: Response to RFI#148 posted on 11/1 11/7: Sam working on CCR 1/5/24: Innovative to start 1/9 - 1/10. 1/9/24: Ceiling was reviewed in site walk w/ Lauren, Matt, Richard & Mary. Lauren will re-confirm access panel for damper valve - is it adjustable or fixed in open position? 1/30/24: ceiling framed minus sheet rock. 3/12: sheetrock ceiling completed.</p>	Matt/Sam	OPEN	
	<p>DOWELS at EXTERIOR DOORS 10/24: Response to RFI#149 posted 10/24 to provide epoxied dowels to tie steel to concrete walk at exterior doorways. 11/7: Sam said no added cost</p>			Closed
CCR#5	<p>PLYWOOD BACKBOARD (IDF Room) 10/24: No need to paint plywood backboard in IDF room. Sam will provide credit</p>	Sam	OPEN	
CCR#4 AED#14	<p>ELECTRICAL ROOM 11/7: Confirming RFIs per 11/6 PG&E pre-con meeting 1/5/24: CCR#4 posted on 1/5/24 RFI#152 panic device on exterior door - Response posted 11/10 11/21: Not Required by Code RFI#153 extend switchgear work pad - response posted 11/10 12/3: working pad poured on 11/28. COMPLETED RFI#154 6x6 smart antenna base - response posed 11/10 11/21: response posted 11/10. 12/5: Installed. COMPLETED Shift Switchgear & distribution panel - completed RFI#155 address label on switchgear - response posted 11/10 11/21: Arntz has the labels. COMPLETED</p>	SAM	OPEN	

	<p>RFI#156 primary conduit routing – BKF response posted 11/13 11/21: Trenching for primary conduit in progress. 12/5: partial trench/conduit completed and inspected by PG&E. 1/9: trenching/conduits work scheduled 1/8 – 1/12 for PG&E inspection on 1/16. 1/23: PG&E inspections on 1/22 and 1/23. 2/13/24: PG&E inspection 2/12, CORRECTIVE 4/13: AED#16 issued on 4/9.</p>			
CCR#40 AED#18	<p>TREE REMOVAL (RFI#159) 11/17: RFI#159 posted 11/14 on dead tree on California Street and question on grates. Mary directed for dead tree to be removed. 11/21: Two trees removed on 11/20. 12/5: tree wells will be capped with concrete. 4/9: CCR#40 was posted on 4/5/2024. 4/16: AED#18 issued.</p>	Sam		OPEN
	<p>SLIDE (ASI#15, RFI#75R1 and RFI#164) 11/21: RFI#164 posted on 11/20.</p>	SAM		OPEN
CCR#	<p>HEAT DETECTORS (CCD#8) 11/21: Per Jensen peer review report, heat detectors are required in restrooms and custodial rooms per Fire Alarm design Stds. 11/21: Zulhumar preparing CCD for DSA review. 12/5: CCD#8 issued on 11/30. Confirming RFI to be submitted for custodial office to stay with smoke det. 12/12: RFI#169 posted.</p>	SAM		OPEN
CCR#37 AED#17	<p>CASEWORK RESTOCKING 12/5: Sam preparing CCR 2/6/24: CCR#37 posted 2/5. 2/13/24: AED#17 issued on 2/9</p>	Sam		OPEN
CCR# I&M	<p>CARD READER ANTENNAS (2 total) 12/5: Matt to submit confirming RFI for location of two (2) card reader antennas from above ceiling to below ceiling. 12/12: RFI#168 posted 12/8.</p>	Matt		OPEN
CCR#	<p>ACCESS TO J-BOX (at Mechoshades RFI#173) 12/12: Matt to submit RFI. 12/19: RFI#173 posted on 12/20. 1/9/24: Response to RFI#173 posted on 1/9 and says to "move j-box (switch) to exterior wall & place white cover plate" 1/9/24: During walk w/ Lauren, Richard, Matt & Mary it was determined that the j-box/switch would be blocked by the mechoshade if it's moved to the exterior wall. 1/9/24: RFI was returned to Zulhumar on 1/9 for re-consideration of response. 1/23/24: Revised RFI#173 posted on 1/23 to provide 12/11 access panels (4 total)</p>	Matt/Sam		OPEN
CCR# SLD#13	<p>DATA DROPS FOR PAGING 12/10: 3 drops required to interface paging between CDC and Elementary. 12/19: Site meeting held with Tulum on 12/16 to review scope. 1/9/24: Pending cost proposal</p>			

	<p>1/30: Drops were spotted on site with Les (COMTEL) and Nacho (TULUM) on 1/24</p> <p>2/6/24: CCR#38 posted 2/5.</p> <p>2/13/24: AED#14 issued on 2/9</p>	SAM	OPEN	
CCR#33 AED#14	<p>EMERGENCY LIGHT CIRCUIT (RFI#121)</p> <p>12/19: Sam posted CCR#34 on 12/20. Zulhumar reviewing.</p> <p>2/13/24: AED#14 issued on 2/9</p>	SAM	OPEN	
CCR#33 AED#26	<p>MANHOLE CONFLICT at TURF FIELD (RFI#178 & #194)</p> <p>1/5/24: RFI#178 posted on 1/5. Per Matt turf field recommendation is to install extension collar and rubber bridge to flush out. Matt will send Zulhumar addl information.</p> <p>1/9/24: RFI#178 was returned to Arntz on 1/8 to capture recommendation by turf field rep. Arntz to re-submit.</p> <p>1/23: Rubber type bridge that Matt suggested will not work. Lauren will look into a barrier with padding suggested by Mary.</p> <p>1/30: Tim (BKF) checked condition on 1/29 & will followup.</p> <p>3/19: Zulhumar will post a revised response to RFI#178.</p> <p>4/2: Price from Bay Cities approved on 4/1 and direction proceed on manhole per RFI#194 and raising area drain per RFI#178.</p> <p>6/17/24: AED#26 issued on 6/17 & pending signature.</p>	Sam	OPEN	
CCR#	<p>SPRINKLER VALVE @ HIGH POINT (classrm #4)</p> <p>1/9/24: Response to RFI#174 posted on 1/9 for a 12x12 access panel. Above required by Code.</p>	Matt/Sam	OPEN	
CCR#	<p>ELEMENTARY GARDEN – Misc Changes</p> <p>1/9/24: Gate is required to close-off a pocket between portables and ES Garden where kids could congregate unsupervised. Condition reviewed with Lauren, Matt, Mary & Richard in site walk on 1/9.</p> <p>1/9/24: Response to RFI#172 posted on 1/9 but the right location of the gate, size, and anchorage was missing. RFI#172 returned to Zulhumar on 1/9.</p> <p>1/23/24: Revised Response to RFI#172 was posted on 1/19:</p> <ol style="list-style-type: none"> 1. Credit for 75LF of fencing (\$3975) 2. No gate is needed after all (\$1050) 3. Per Zulhumar Black coated is in contract not gate finish per RFI#51, \$5285 4. No change to footing. Stay with 4-6" not 7' deep footing per RFI#51. 	Matt/Sam Zulhumar	OPEN	
	<p>TEACHING GARDEN (Chain and RWL)</p> <p>1/23/24: ASI coming to delete chain and switch RWL and Overflow drains outlets</p> <p>4/30: ASI#19 issued on 4/30</p>	SAM	OPEN	

	ROUTER (RFI#190) 3/5/24: Credit to be provided for router that is not required after all. Requested credit on 2/23.	SAM	OPEN
CCR#39 AED#17	CASTERS (for wire shelving): 3/5/24: quote submitted on 3/4 and Mary approved. Sam will submit CCR.	SAM	OPEN
CCR#	CATCH DRAIN RFI#194 (west of CDC play yard) 3/5/24: RFI#194 posted on 3/5. 4/2: Pries from Bay Cities approved on 4/1 and direction proceed on manhole per RFI#194 and raising area drain per RFI#178.	SAM/Matt	OPEN
CCR#	RAILS at KITCHEN WINDOW (RFI#188) 3/5/24: footings not specified on dwgs for protective rails at kitchen pass thru window.	SAM	OPEN
CCR#	MECHOSHADE SUPPORT (RFI#189) 3/12: response to RFI#189 posted; mechoshade requires addl support angles 4/16: angle supports installed on 4/18.	SAM	OPEN
CCR#	EVACUATION SIGNAGE 3/12: Zulhumar is preparing revision to the symbols and enlarging the signs. ASI coming. 3/19: Revised EVAC MAPs sent to Anissa on 3/19. 4/16: Zulhumar is revising Evac Signage 4/30: Zulhumar will issued a revised ASI#13 5/7/24: Zulhumar issued Revised ASI#13 on 5/7/24 for City approved Evac signs & CHPS instructional sign	SAM	OPEN
CCR#47 AED#21	STREET PAVING (CITY 5 YR MORATORIUM) 4/2: City marked the extents of street paving replacement on 4/1 to comply with 5-year MORATORIUM. 4/16: Paving was completed on 4/5. 5/7: CCR#47 submitted on 5/7/24. 5/18: AED#21 issued to Arntz on 5/13/24	SAM	OPEN
CCR#	Relocate Toilet Tissue Dispensers (4 total) & Provide Soap Dispensers (2 total) 4/30: Soap dispensers were missed in the two custodial rooms and the TTD is in the back wall not easily reachable. Zulhumar issued ASI#20 on 4/30/24	SAM	OPEN
AED#25 CCR#46	SPIRAL GARDEN (RFI#112, RFI#206) 4/30: Response in RFI#112 clarified dimensions and added cost. CCR#46 submitted on 5/1/24 5/14/24: RFI#206 posted 5/14 requesting location in garden. 5/23/24: located per response to RFI#206 posted 5/21 5/13/24: AED#25 issued on 6/17, ending Arntz signature.	SAM	OPEN
CCR#	METAL SLIDE W/ PLASTIC TYPE (RFI#207) 4/30: Metal slide gets blazing hot. Zulhumar, Sarah and Anissa will look for a plastic replacement. 5/14: RFI#207 posted 5/14 6/3: Per RFI#207 metal slide replaced on 5/30	SAM/MATT	OPEN

CCR#48	<p>OVER EXCAVATION OF POOR SOIL 5/7/24: T&M tracked over excavation of poor soils in the Elementary Garden directed by ENGEO, Geotech engr. 5/7/24: CCR#48 submitted on 5/7. 5/14/24: CCR#48 in review w/ Emil, District estimator 6/18/24: District estimate sent to Aratz 6/18.</p>	Mary/Sam	OPEN	
CCR#	<p>DOOR GRILL (RFI#202) 5/7/24: The door mat serving the back dbl doors needs to be removeable to clean underneath. It's installed per design. Cutting sections off from both sides and leveling the recessed portion with concrete would make it removeable. Zulhumar evaluating. Sam will check w/ manufacturer re warranty if it's altered. 5/7/24: RFI#202 posted on 5/7/24 5/14/24: Response to RFI#202 was posted on 5/13. The grill will need to be cut to make it removeable which will void the warranty. 5/28: Door grill was cut to fit and concrete will be placed by end of week.</p>	SAM/MATT	OPEN	
	<p>PENDANT LIGHTS (RFI#204) 5/7/24: RFI#204 posted on 5/7/24 requesting design detail for wire bracing and anchorage. 6/18/24: Response to RFI#204 posted on 6/18.</p>	Matt/SAM	OPEN	
	<p>PLAY STRUCTURE DRAINAGE UNDER SOFSURFACES TILE (RFI#200) 5/14/24: RFI#200 posted on 4/23. 5/28/24: Response to RFI#200 posted 5/21</p>	SAM/Matt	OPEN	
	<p>BIOSWALE Rocks (RFI#208) 5/28/24: RFI#208 posted on 5/22. 6/18/24: Zulhumar sent an amendment response to RFI#208 via email to Aratz on 6/18. 6/25/24: Site meeting held with Matt, Tim (RFI) and Mary on 6/19</p>	Matt/SAM	OPEN	
CCR#57 AED#31	<p>RAIN BARREL (RFI#209) 5/28/24: RFI#209 posted on 5/22 regarding raising barrel which will avoid use of hose staged on walk path. 7/2/24: Response to RFI#209 posted on 7/2. 7/16/24: CCR#57 submitted on 7/16/24 7/16/24: AED#31 issued to Aratz on 7/16/24</p>	SAM	OPEN	
	<p>PLANTER SOIL 5/28/24: Planter need to be topped off with addl soil 6/1/24: extra soil added to planters on 5/31.</p>	Sam/Matt	OPEN	
CCR#52 AED#33	<p>FOG SEAL (ES Playground) 5/28/24: blacktop needs to be fog sealed. Site of area to be provided. Sam to price 6/18/24: CCR#52 submitted on 6/7. 7/16/24: AED#33 issued to Aratz on 7/16/24 included CCR#52, CCR#57 and CCR#59.</p>	SAM	OPEN	

CCR#56 AED#30	ASPHALT PAVING of ES PLAYGROUND 7/2/24: Sam submitted sub's cost on 7/2 includes 2" grind and 2" asphalt overlay. CCR to follow. 7/16/24: CCR#56 received on 7/9. 7/16/24: AED#30 issued to Arutz on 7/11/24	SAM	OPEN
CCR#52 AED#23	STRIPING of ES PLAYGROUND 7/16/24: CCR#52 received on 7/9/24 7/18/24: AED#23 issued to Arutz on 7/11/24 included CCR#53, CCR#52 and CCR#51	SAM	OPEN
CCR#51 AED#28	WATER PUMP DRAIN (RFI#61) 6/4/24: Sam submitted CCR#51 posted to colbi on 6/3. Landscape dwgs show a drain but the Civil missing underground drain for POC. 6/18/24: AED#28 issued on 6/18 pending signature by Arutz.	Sam	OPEN
	PLAY AREA - DEMO MOUND 6/25/24: Directive issued 6/20. Work starts 7/2	Matt/Sam	OPEN
CCR#58 AED#32	WINDOW GLASS REPLACEMENT (vandalism) 7/16/24: Classroom #4 window and shed windows were damaged by vandalism. 7/16/24: AED#32 issued to Arutz on 7/11/24.	SAM	OPEN

Total Estimated Value of Work \$65,000

ESCROW INVOICE

Name	Open	Closed
	OPEN	

APPLICATION FOR PAYMENT

Name	Open	Closed
1/3: Richard asked how he will certify percentage complete for PCO#1. Sam agreed to review the schedule of values to account for PCO#1. 6/25: James pencil draft to review 7/22/24: James Pay App in progress	OPEN	
BILLINGS PV Blocking billed 100% in March Pay App #6 AED#1 Fire Sprinkler Whips billed 100% in April Pay App #7		
As Builts DWGS Confirmation 11/1: Richard and/or Brandon will check red marks on As builts. 12/06: Per Richard, confirmed As built are red marked and up to date. 12/20: No issues. Drawings are up to date. 1/03: Per Richard, no change		

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center (CDC) Replacement Project	Site	131
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	ARNTZ BUILDERS, INC.	Agency's Contact	Brian Proteau		
OUSD Vendor ID #	000493	Title	President		
Street Address	431 Payran Street	City	Petaluma	State	CA Zip 94952
Telephone	707-835-2900	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	17126				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-23-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	08-16-2024

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$500,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

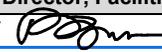
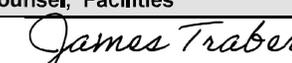
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9750	Fund 21, Measure Y	210-9655-0-9670-8500-6271-201-9180-9906-9999-15127	6271	\$500,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 	Date Approved	Nov 26, 2024		
	<small>Preston Thomas (Nov 26, 2024 12:36 PST)</small>				
2.	General Counsel, Facilities				
	Signature 	Date Approved	11/22/2024		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved	Nov 26, 2024		
	<small>Preston Thomas (Nov 26, 2024 12:36 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Agreement No.
22-1325- File Id No.]

Board Office Use: Legislative File Info.	
File ID Number	22-1325
Introduction Date	6-22-2022
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 22, 2022

Subject Award of Agreement Between Owner and Contractor - Competitively Bid –Arntz Builders, Inc. – Laurel Child Development Center (CDC) Replacement Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the **District** and **Arntz Builders, Inc.**, Petaluma, California (“Contractor”), for the latter to provide demolition of an existing single-story modular building and associated play areas, Construction of a new single story building (approximately 7,400 s.f.) including five (5) pre-school classrooms, administrative offices, kitchen, and ancillary spaces, in the amount of **\$14,174,463.00**, which includes a special allowance of **\$60,000** for roof anchors and a contingency allowance of **\$300,000.00**, as the lowest responsive bidder, with the work scheduled to last for **Four Hundred Fifty Five (455)** Calendar days, with an anticipated start date of **June 23, 2022**, and end date of **September 21, 2023**.

Discussion The scope of work of the contract consists of Laurel Child Development Center (CDC) Replacement Project. Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) 62.00%

Recommendation Approval by the Board of Education of Award of Agreement Between Owner and Contractor by and between the **District** and **Arntz Builders, Inc.**, Petaluma, California (“Contractor”), for the latter to provide demolition of an existing single-story modular building and associated play areas, Construction of a new single story building (approximately 7,400 s.f.) including five (5) pre-school classrooms, administrative offices, kitchen, and ancillary spaces, in the amount of **\$14,174,463.00**, which includes a special allowance of **\$60,000** for roof anchors and a contingency allowance of **\$300,000.00**, as the lowest responsive bidder, with the work scheduled to last for **Four Hundred Fifty Five (455)** Calendar days, with an anticipated start date of **June 23, 2022**, and end date of **September 21, 2023**.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract Justification Form
- Agreement, Bonds, Bid Forms, and Other Contract Documents
- Insurance Certificate
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1325

Department: Facilities Planning and Management

Vendor Name: Arntz Builders, Inc.

Project Name: Laurel Child Development Center Replacement **Project No.:** 17126

Contract Term: Intended Start: 6-23-2022 Intended End: 9-21-2023

Total Cost Over Contract Term: \$14,174,463.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Arntz Builders Demolition of an existing single-story modular building and associated play areas, Construction of a new single-story building (approximately 7,400 s.f.) including five (5) pre-school classrooms, administrative offices, kitchen, and ancillary spaces. on the Claremont Middle School Campus.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

[Empty box for answer to question 1)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective June 23, 2022, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **ARNTZ BUILDERS, INC.** hereinafter called the "Contractor."

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

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

the Laurel Child Development Center Replacement Project, 3825 California Street, Oakland, CA. 94619,

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

GOULD EVANS, 95 Brady Street, San Francisco, CA 94103, T: 415-844-2138.

and other Contract Documents relating thereto.

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

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

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be Four Hundred Fifty-Five (455) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including

mobilization). The Owner anticipates that the Contract Time will start to run on June 23, 2022, in which case the deadline for Completion would be September 21, 2023.

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

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

Accordingly, the parties agree that \$2,500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$2,500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **FOURTEEN MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS NO/100 (\$14,174,463.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes special allowances of **SIXTY THOUSAND DOLLARS NO/100 (\$60,000.00)**, for the following scopes of work (respectively): provide & install roof anchors (see document 00 31 01 in the plans and specifications for details of these special allowance scopes). The above contract price includes a general contingency allowance of **THREE HUNDRED THOUSAND DOLLARS NO/100 (\$300,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

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

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

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

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such

work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$4,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

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

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

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

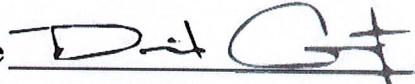
CONTRACTOR:
ARNTZ BUILDERS, INC.

Signature: 

Name: Brian Proteau

Date: 5/10/22

(Chairman, Pres., or Vice-Pres. President)

Signature 

Name: David Arntz

Date: 5/10/22

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

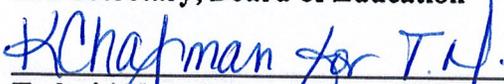
OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Date

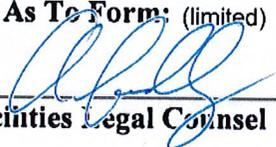
Kyla Johnson-Trammell, Superintendent, and Secretary, Board of Education

Date

 Tadashi Nakadegwa, Deputy Chief, Facilities Planning and Management

6/14/22
Date

Approved As To Form: (limited)

 5/17/22
OUSD Facilities Legal Counsel **Date**

856393
CALIFORNIA CONTRACTOR'S
LICENSE NO.

3/31/2023
LICENSE EXPIRATION DATE

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

PERFORMANCE BOND
DOCUMENT 00 61 00

Premium based on final contract price & is subject to adjustment

Bond Number: 04366670 Premium: \$96,045.00

Arntz
Builders, Inc., as Principal, and
Great American* , as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Fourteen Million **Dollars (\$ 14,174,463.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 9, 2022, for construction of *Insurance Company

****One Hundred Seventy Four Thousand Four Hundred Sixty Three & 00/100**
The Laurel Child Development Center Replacement Project which consists of but not limited to: Demolition of an existing single-story modular building and associated play areas, Construction of a new single-story building (approximately 7,400 s.f.) including five (5) pre-school classrooms, administrative offices, kitchen, and ancillary spaces.

Site improvements include, but not limited to, underground utilities, retaining walls, play structure, landscaping, hardscape, bioswale, artificial turf playfield and public right-of-way improvements. (the "Contract").

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 9th day of May, 2022, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTWITHSTANDING the execution date above, the effective date of this bond is June 9, 2022.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Arntz Builders, Inc.


(Corporate Principal)
Brian Proteau, President

(Affix Corporate Seal)

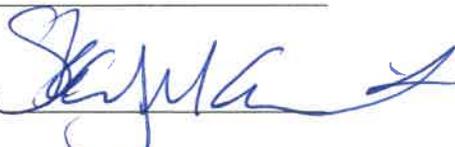
431 Payran Street
Petaluma, CA 94952

(Business Address)

(Affix Corporate Seal)

Great American Insurance Company
(Corporate Surety)
1255 Treat Blvd., Suite 810
Walnut Creek, CA 94597

(Business Address)

By: 

Stacy M. Clinton, Attorney-in-fact

The rate of premium on this bond is see below per thousand.

The total amount of premium charged is \$96,045.00.

The above must be filled in by Corporate Surety.

First \$500,000	\$14.40
Next \$2,000,000	\$ 8.70
Next \$2,500,000	\$ 6.90
Next \$2,500,000	\$ 6.30
Next \$6,674,463	\$ 5.76

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **SIX**

No. 0 21436

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
K. DIXON WRIGHT	NATALIE ANN HORDER	ALL OFF	ALL
STACY M. CLINTON	NANCY L. WALLIS	PETALUMA, CALIFORNIA	\$100,000,000
CATHERINE A. PINNEY	TAMMY CARPENTER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **14TH** day of **MAY**, 2020



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **14TH** day of **MAY**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **9th** day of **May**, 2022



Stephen C. Beraha
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

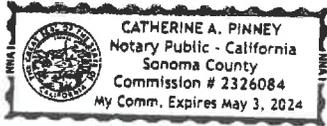
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On 5/9/22 before me, Catherine A. Pinney, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 4366670

Premium: included in performance bond

KNOW ALL MEN BY THESE PRESENTS:

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

Laurel Child Development Center Replacement Project, located at 3825 California Street, Oakland, CA, the scope consists of but not limited to: Demolition of an existing single-story modular building and associated play areas, Construction of a new single-story building (approximately 7,400 s.f.) including five (5) pre-school classrooms, administrative offices, kitchen, and ancillary spaces.

Site improvements include, but not limited to, underground utilities, retaining walls, play structure, landscaping, hardscape, bioswale, artificial turf playfield and public right-of-way improvements.

which said agreement dated June 9, 2022, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Great American Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Fourteen Million One Hundred Seventy Four * Dollars (\$ 14,174,463.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

*Thousand Four Hundred Sixty Three & 00/100

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as

specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 9th day of May, 2022.

NOTWITHSTANDING the execution date above, the effective date of this bond is June 9, 2022

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

Arntz Builders, Inc.
Principal


Brian Proteau, President

Great American Insurance Company
Surety


By: Stacy M. Clinton, Attorney-in-fact
Attorney-in-Fact

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **SIX**

No. 0 21436

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
K. DIXON WRIGHT	NATALIE ANN HORDER	ALL
STACY M. CLINTON	NANCY L. WALLIS	\$100,000,000
CATHERINE A. PINNEY	TAMMY CARPENTER	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of MAY, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 14TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of May, 2022



Stephen C. Beraha

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

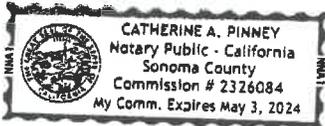
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On 5/9/22 before me, Catherine A. Pinney, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Laurel Child Development Center
 Project: Replacement
 Project #: 17126
 Estimate: \$12,300,000

Date: Thursday, April 14, 2022
 Time: 2:00 P.M.
 Project Mgr: Mary Ledezma
 Architect: Gould Evans

Signature of Witness to Bid

Signature of Bid Opener

Company:	Arntz Builders, Inc.	Base Bid:	\$13,814,463.00	Required Day of Bid:	
Address:	431 Payran Street	Allowance:	\$300,000.00	Signed Bid Form	X
City/State:	Petaluma, CA	TOTAL:	\$14,288,436.00	Addendum Acknow.	X
Phone:	707-835-2900	Alternates:	113,973.00	Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:57 PM	4/14/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/14/2022		
Company:	Thompson/FoconJV	Base Bid:	\$15,578,595.00	Required Day of Bid:	
Address:	5400 Hanna Ranch Rd	Allowance:	\$300,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$16,077,751.00	Addendum Acknow.	X
Phone:	415-456-8972	Alternates:	\$139,157.00	Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:57 PM	4/14/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/14/2022		
Company:	JUV, Inc	Base Bid:	\$16,400,000.00	Required Day of Bid:	
Address:	7901 Oakport Street, Ste. 2700	Allowance:	\$300,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$16,795,000.00	Addendum Acknow.	X
Phone:	510-836-1300	Alternates:	\$35,000.00	Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	4/14/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/14/2022		
Company:	CWS Construction Group, Inc	Base Bid:	\$16,490,000.00	Required Day of Bid:	
Address:	1301 Grant Ave	Allowance:	\$300,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$16,995,000.00	Addendum Acknow.	X
Phone:	415-599-6545	Alternates:	\$145,000.00	Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:57 PM	4/14/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/14/2022		



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 18th, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Review

Project # 15127

Notice to Bidders – Laurel Child Development Center Replacement

Arntz Builders, Inc.

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Laurel Child Development Center Replacement Project submitted by Arntz Builders, Inc.

- Arntz Builders, Inc. achieved 62% LBU (1% LBE and 61% SLBE/SLRBE).

RECOMMENDATION:

Based on the LBU Participation Worksheet, the Compliance Team finds Arntz Builders, Inc. to be responsive and eligible for contract award.

Cc: Kenya Chatman

Tadashi Nakadegawa



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 18th, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Review

Project # 17126

Notice to Bidders – Laurel Child Development Center Replacement

CWS Construction Group, Inc.

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Laurel Child Development Center Replacement Project submitted by CWS Construction Group, Inc.

- CWS Construction Group, Inc. did not achieve 50% LBU (23.3% LBE and 17.3% SLBE/SLRBE).

RECOMMENDATION:

Based on the LBU Participation Worksheet, the Compliance Team finds CWS Construction Group, Inc. to be nonresponsive and ineligible for contract award.

Cc: Kenya Chatman

Tadashi Nakadegawa



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 18th, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Review

Project # 17126

Notice to Bidders – Laurel Child Development Center Replacement

JUV, Inc.

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Laurel Child Development Center Replacement Project submitted by JUV, Inc.

- JUV, Inc. achieved 57.5% LBU (15.6% LBE and 41.9% SLBE/SLRBE).

RECOMMENDATION:

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

Cc: Kenya Chatman

Tadashi Nakadegawa



LBU Program Consultants to OUSD

MEMORANDUM

Date: April 18th, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Review

Project # 17126

Notice to Bidders – Laurel Child Development Center Replacement

Thompson/Focon Joint Venture

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Laurel Child Development Center Replacement Project submitted by Thompson/Focon Joint Venture

- Thompson/Focon Joint Venture achieved 60.3% LBU (1.4% LBE and 58.9% SLBE/SLRBE).

RECOMMENDATION:

Based on the LBU Participation Worksheet, the Compliance Team finds Thompson/Focon Joint Venture to be responsive and eligible for contract award.

Cc: Kenya Chatman

Tadashi Nakadegawa

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of Arntz Builders, Inc. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Laurel Child Development Center Replacement Project, 3825 California Street, Oakland, CA 94619 (the "Contract"), Project No. 17126**

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

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

<u>Thirteen million eight hundred four thousand</u> Dollars	<u>\$13,804,463</u>
<u>Base Bid Amount</u> four hundred sixty three	
<u>Three Hundred Thousand</u> Dollars	<u>\$300,000.00</u>
<u>Contingency Allowance</u>	
<u>Sixty Thousand</u> Dollars	<u>\$60,000.00</u>
<u>Allowance #1 (provide & install roof anchors for future solar panels)</u>	
<u>One hundred thirteen thousand nine hundred</u> Dollars	<u>\$113,973</u>
<u>Alternate #1 (North Garden Spec Section 01-22-00 & Drawings)</u>	<u>\$113,973 BID</u>
<u>Seventy three</u>	
<u>Fourteen million two hundred eighty-eight</u> Dollars	<u>\$14,288,436</u>
<u>Total Bid Amount</u>	
<u>thousand four hundred thirtysix</u>	
<u>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</u>	

OAKLAND UNIFIED SCHOOL DISTRICT
LAUREL CHILD DEVELOPMENT CENTER
REPLACEMENT
PROJECT NO.:17126

BID FORM
DOCUMENT 00 31 01

LAUREL CHILD DEVELOPMENT CENTER
 REPLACEMENT
 PROJECT NO. 17126

LOCAL BUSINESS PARTICIPATION FORM
DOCUMENT 00 41 04

PROJECT NO.:17126

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Arntz Builders, Inc.
 Project: Laurel Child Development Center
 Project #: 17126
 Estimate: \$12,300,000

Bid Opening Date: April 14, 2022
 Time: 2pm
 Project Mgr: Mary Ledezma
 Architect: Gould Evans

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
13,814,463	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Arntz Builders, Inc. Address: 431 Payran Street City/State: Petaluma, CA Phone: 707-835-2900	\$				
Company: Focon Inc. Address: 1305 Franklin Street #304 City/State: Oakland, CA Phone: 510-465-6319	\$ 3,018,000		22%		5077
Company: Light Frame Construcion Address: 22 Moss Ave Unit 108 City/State: Oakland, CA Phone: 510-715-0025	\$ 2,217,000		16%		7311
Company: AM6 Address: 3438 Helen st City/State: Oakland, CA Phone: 510-654-9441	\$ 160,000		1%		5331
Company: Innovative Const Address: 905 S Collins Dr. City/State: Oakland, CA Phone: 510-209-4942	\$ 1,451,450		10.5%		7763
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LAUREL CHILD DEVELOPMENT CENTER
 REPLACEMENT
 PROJECT NO. 17126

LOCAL BUSINESS PARTICIPATION FORM
DOCUMENT 00 41 04

PROJECT NO.:17126

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Arntz Builders, Inc.
 Project: Laurel Child Development Center
 Project #: 17126
 Estimate: \$12,300,000

Bid Opening Date: April 14, 2022
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 Architect: Gould Evans

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Address: City/State: Phone:	\$				
Company: XXXXXXXXXX BP Address: XXXXXXXXXX City/State: XXXXXXXXXX Phone: XXXXXXXXXX	\$				BP XXXXXXXXXX
Company: RMT Landscape Address: 421 Pendleton way City/State: Oakland, ca Phone: 510-508-3208	\$ 188,064	1.1			6096
Company: Tulum Address: 3101 Hyde st. City/State: Oakland ca Phone: 510-355-8159	\$ 1,600,000		11.5%		7831
Company: Address: City/State: Oakland, ca Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LAUREL CHILD DEVELOPMENT CENTER
 REPLACEMENT
 PROJECT NO. 17126

LOCAL BUSINESS PARTICIPATION FORM
DOCUMENT 00 41 04

PROJECT NO.:17126

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Arntz Builders, Inc.
 Project: Laurel Child Development Center
 Project #: 17126
 Estimate: \$12,300,000

Bid Opening Date: April 14, 2022
 Time: 2pm
 Project Mgr: Mary Ledezma
 Architect: Gould Evans

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Three Hundred Thousand dollars (\$300,000.00)**.

Miscellaneous:

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

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

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

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

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
Arntz Builders, Inc., 431 Payran Street, Petaluma, CA 94952

Our Public Liability and Property Damage Insurance is placed with:
Zurich American Insurance Company

Our Workers' Compensation Insurance is placed with:
Travelers Property Casualty Company of America

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

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

Addendum No. 1 Date 3/24/22 Addendum No. 4 Date 4/8/22
Addendum No. 2 Date 3/31/22 Addendum No. 5 Date 4/11/22
Addendum No. 3 Date 4/5/22 Addendum No. _____ Date _____

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

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

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

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

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

Print or Type Name: Brian Proteau

Signature : 

Title: President

Name of Company as Licensed in California: Arntz Builders, Inc.

Business Address: 431 Payran Street, Petaluma, CA 94952

Telephone Number: 707-835-2900

California Contractor License No.: 856393

Class and Expiration Date: A, B Exp 3/31/23

Public Works Contractor Registration No.: 1000003147

State of Incorporation, if Applicable: California


David Arntz, Secretary/Treasurer

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: Laurel Child Development Center (Project Name)

PROJECT NO: 17126 BIDDER'S NAME Arntz Builders, Inc.

DIR 10 Digit Registration No: 1000003147

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
LAUREL CHILD DEVELOPMENT CENTER
REPLACEMENT
PROJECT NO.:17126

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR526332}

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

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Kitchen equipment, Grading, paving, site utilities, synthetic, turf surfacing, chain link fencing, metal fences & gates, RV roof, weather barrier, Stucco concrete, Site concrete, rebar	3,018,000	Focon 510-456-6356	Oakland, CA	462497	1000011731

OAKLAND UNIFIED SCHOOL DISTRICT
LAUREL CHILD DEVELOPMENT CENTER
REPLACEMENT
PROJECT NO.:17126

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR526332}

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Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Acoustical ceilings, ^{BP} insulation HVAC	2,217,000	Light Frame Construction 510-715-0025	Oakland, CA	944888	1000012789

OAKLAND UNIFIED SCHOOL DISTRICT
 LAUREL CHILD DEVELOPMENT CENTER
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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
A1	Hazmat	160,000	AVG	Oakland, CA	386844	1000003666
A2	Structure Demo					1000
A3	BP Ceiling					1000
A5	BP Painting					1000
A8	Bio Treatment Soil <u>3</u> Landscape	188,004	RMT Landscape	Oakland, CA	372809	1000006077
A10	BP 3 Systems Installation					1000

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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
A11	BP Resilient Drying & Tiles					1000
A12	BP Structural Concrete					1000
A13	BP Structural					1000
A14	BP Steel					1000
A15	Electrical	1,600,000	Tolum	Oakland	1019937	1000044659
B1	BP Structural Steel & Misc. Metals					1000

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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
B2	BP Chainlink Fencing, Metal Fences & Gates					1000
B3	Wood Framing, Drywall, metal framing	1,451,450	Innovative Const.	Oakland, CA	999729	1000032779
B4	BP Plumbing					1000
B5	Casework and Finish Carpentry	71,522	Architectural Wood Design	Fresno, CA	780334	1000019022
B9	BP Doors, Frames, Hardware					1000
B9	BP Doors, Frames, & Hardware Install					1000

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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
B11	Alum Storefronts & Glazing	194,900	NAC GLASS	Hayward, CA	1034201	1000063338
C1	^{BP} Alum Storefronts & Glazing					1000
C2	Stucco	211,500	SJA Plastering	Fremont, CA	978936	1000016518
C3	^{BP} Stucco					1000
C4	^{BP} Alum Storefronts & Glazing					1000
C7	^{BP} Alum Storefronts & Glazing					1000

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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
C8	BP Electrical					1000
C9	BP Paint					1000
C10	BP Paint					1000
C13	Resilient Floor & Carpet	96,534	Kims flooring	S. San Francisco	739226	100000544
D1	Plumbing	475,400	Direlli Plumbing	foster City, ca	801472	100000999
D2	BP Paint					1000

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	Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
D3	BP Street metal					1000
D4	BP Fire Sprinklers	BP 195,000	BP Bay Cities Fire Protection	BP Santa Rosa, ca	BP 731222	BP 1000045613
	Fire Sprinklers	195,000	Bay Cities Fire Protection	Santa Rosa, ca	731222	1000045613

OAKLAND UNIFIED SCHOOL DISTRICT
 LAUREL CHILD DEVELOPMENT CENTER
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DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01

{SR526332}

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 14, 2022, at Petaluma [city], CA [state].

Signature: Brian Proteau

Print Name: Brian Proteau

Title: President

Limited Operations Coverage – Work Excluded Under A Consolidated (Wrap-Up) Insurance Program



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA 0655100-01	12/01/2021	12-01-2022		31400000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ARNTZ BUILDERS, INC.

Address (including ZIP Code): 431 Payran, Petaluma, CA 94952

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):

ANY LOCATION WHERE THE INSURED HAS, OR HAD, OPERATIONS INSURED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM.

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

A. The following exclusion is added to paragraph 2., Exclusions of Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the **SCHEDULE** of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

B. The exclusion in A. above shall not apply to your ongoing operations at the location shown in the SCHEDULE for your service, maintenance, correction, repair or replacement of the original work performed and insured under the consolidated wrap-up insurance program.

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

1. as respects the "products-completed operations hazard"; or
2. for which coverage is afforded under the consolidated (wrap-up) insurance program.

C. For the application of the coverage provided by this endorsement in paragraph B. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph 4 **Other Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Countersigned

Authorized Representative

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA 0655100-01	12/01/2021	12/01/2022		31400000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA 0655100-01

Effective Date: 12/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,
which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



EVIDENCE OF PROPERTY INSURANCE

Date (MM/DD/YYYY)
4/22/2022

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.

PRODUCER NAME, CONTACT, PERSON AND ADDRESS		Phone (A/C, No, Ext): 707-781-3400	COMPANY NAME AND ADDRESS		NAIC NO: 27960
Heffernan Insurance Brokers 101 Second Street, #120 Petaluma, CA 94952 CA License# 0564249			Illinois Union Insurance Company		
FAX (A/C, No): 213-623-1388		E-MAIL ADDRESS:			
CODE:		SUB CODE:		POLICY TYPE: BUILDERS RISK	
AGENCY CUSTOMER ID#:		LOAN NUMBER		POLICY NUMBER I1119462A001	
NAMED INSURED AND ADDRESS Arntz Builders, Inc. 431 Payran Petaluma, CA 94952		EFFECTIVE DATE 12/07/2021	EXPIRATION DATE 12/01/2022	UNTIL <input type="checkbox"/> CONTINUED <input type="checkbox"/> TERMINATED IF CHECKED	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project# 15127 - Claremont Middle School Multi-Purpose and Kitchen Project

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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 OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Limit	\$15,985,725	\$10,000, Except \$100,000 for Water Damage
Earthquake	\$15,985,725	5%, subject to a minimum \$100,000
Flood	\$15,985,725	2%, subject to a minimum \$100,000

REMARKS (Including Special Conditions)

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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 955 High Street Oakland, CA 94601	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #			
AUTHORIZED REPRESENTATIVE 				



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center (CDC) Replacement Project	Site	131
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	ARNTZ BUILDERS, INC.	Agency's Contact	Brian Proteau			
OUSD Vendor ID #	000493	Title	President			
Street Address	431 Payran Street	City	Petaluma	State	CA	Zip 94952
Telephone	707-835-2900	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	17126					

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-23-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-21-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$14,174,463.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9750	Fund 21, Measure Y	210-9655-0-9670-8500-6271-201-9180-9906-9999-15127	6271	\$14,174,463.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	6/14/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	lozano Smith, approved as to form (limited)		Date Approved	5/17/22
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	6/14/22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			