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File ID Number	19- 1538
Introduction Date	8-14-2019
Enactment Number	19-1275
Enactment Date	8/14/19 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** August 14, 2019

**Subject** Change Order No. 1 -Redgwick Construction -Claremont Middle School Playfield Project

**Action Requested** Approval by the Board of Education of Change Order No. 1 to an Agreement between the District and Redgwick Construction, Oakland, CA., for the latter to demolish a portion of canopy and reroute electrical power running along that canopy, in conjunction with the Claremont Middle School Playfield Project, in the amount not to exceed \$156,397.94, increasing the current contract amount from \$635,957.95 to \$792,355.89.

**Discussion** This change order is required for the following reasons: We originally bid this scope with the lease lease back contractor in place for the cafeteria replacement project. That contractor repeatedly delayed their work and by the time that the quote and scope were negotiated school was in session. Proceeding with work at that time would have been an unacceptable disturbance to the school. Subsequent activities required the termination of the LLB contractor. We did not have time to prepare plans and specifications to bid this work in time for summer break, but we did have a general contractor in place for turf installation project. This general contractor was able to quote the complete canopy demolition work for significantly less than the LLB contractor had agreed to. It would have been impossible to bid, award, and complete the work before the end of summer break. It would have been impossible to bid, award, and complete the work before the end of summer break, thus preventing the timely start of classes at the Claremont Middle School. Competitive bidding is therefore excused under the reasoning of *Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631* and related case law.

**LBP**(Local Business Participation Percentage) 100%

**Recommendation** Approval by the Board of Education of Change Order No. 1 to an Agreement between the District and Redgwick Construction, Oakland, CA., for the latter to provide demolition and installation of a new turf, in conjunction with the Claremont Middle School Playfield Project, in

the amount not to exceed \$156,397.94, increasing the current contract amount from \$635,957.95 to \$792,355.89.

	Amount \$	Percent %
DSA and Agency Requested Change		
<i>(Preliminary Change Order No. 1)</i>	\$156,397.94	24.59%
<b>TOTAL</b>	\$156,397.94	24.59%

Under a separate series of actions not related to this change order approval, the District will review and adjust the consultant fees to acknowledge costs resulting from their errors and omissions.

Original Contract Sum:	\$635,957.95
Sum of previously approved Change Orders:	<u>\$0.00</u>
Contract sum prior to this Change Order:	\$635,957.95
Cost of this Change Order	<u>\$156,397.94</u>
New Contract Sum:	\$792,355.89
Current Change Order(s) as % of contract	24.59%
Contract completion date as of this August 28, 2019	August 28, 2019

**Fiscal Impact**

Fund 21, Measure J

**Attachments**

- Change No. 1 which includes: Claremont Playfield PCO (Preliminary Change Order) Number: 1
- Key Codes:210-9450-0-9711-8500-6271-201-9180-9905-9999-99999

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

## CHANGE ORDER NO. 01

**PROJECT:** Claremont  
**OWNER:** Oakland Unified School District  
**CONTRACTOR:** Redgwick Construction  
**DSA FILE NO.:**

**DATE:** 7/2/2019  
**DSA APP NO.:** 01-117567  
**OUSD PROJECT#:** 16126  
**PROJECT MGR.:** Elena Comrie

The Contractor is authorized to make the changes listed in the Summary and described in Change Order Attachment when this Change Order has been approved.

Original Contract Sum	\$635,957.95
Net Change by previously authorized Change Orders	
The Contract sum prior to this change order	
The Contract sum will be increased/decreased	\$156,397.94
The New Contract Sum Including the Change Order will be	\$792,355.89
Current Change Order percentage of base contract	24.59%
Total Change Order percentage	24.59%
The Contract is changed by (20) Calendar Days..	20 days
Contract completion date as of this Change Order therefore is:	8/28/2019
Summary reference attached items :	

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

<p><b>Approved:</b> Architect of Record</p> <p style="text-align: center;"><u>Swannah Meek</u></p> <p style="text-align: center;">7/3/19</p> <p><b>Date:</b></p>	<p><b>Approved:</b> General Contractor</p> <p style="text-align: center;"><u>[Signature]</u></p> <p style="text-align: center;">7/3/19</p> <p><b>Date:</b> 7/3/19</p>	<p><b>Approved:</b> <u>[Signature]</u></p> <p style="text-align: center;">Director of Facilities 7/11/19</p> <p><b>Date:</b></p> <hr/> <p><b>Deputy Chief</b> <u>[Signature]</u></p> <p><b>Date:</b> 7/11/19</p>
<p><b>Approved:</b> Electrical or Structural Engineer</p> <p style="text-align: center;">N/A</p> <p><b>Date:</b></p>	<p><b>Approved:</b> Mechanical Engineer</p> <p style="text-align: center;">N/A</p> <p><b>Date:</b></p> <p style="text-align: center;">Approved As To Form: <u>[Signature]</u> 7/23/19 Facilities General Counsel</p>	<p><b>Approved:</b> Div. of the State Architect</p> <p style="text-align: center;">N/A</p> <p><b>Date:</b></p>

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

## SUMMARY OF CHANGE ORDER NO. 01

**PROJECT:** Claremont  
Playfield  
**DATE:** 7/2/2019

**OWNER:** Oakland Unified School District  
**DSA FILE NO.:**

**CONTRACTOR:** Redgwick Construction  
**DSA APP NO.:** 01-117567  
**OUSD PROJECT#:** 16126  
**PROJECT MGR.:** Elena Comrie

1	PCO # 1	ADD	\$156,397.94
		ADD/DEDUCT	

Description: Demolition of Canopy and relocation of electrical conduit

Reason: This scope of work is required as a result of the demolition of the old cafeteria during Phase 1 of the project. We originally bid this scope with the lease lease back contractor in place for the cafeteria replacement project. That contractor repeatedly delayed their work and by the time that the quote and scope were negotiated school was in session. Proceeding with work at that time would have been an unacceptable disturbance to the school. Subsequent activities required the termination of the LLB contractor. We did not have time to prepare plans and specifications to bid this work in time for summer break, but we did have a general contractor in place for turf installation project. This general contractor was able to quote the complete canopy demolition work for significantly less than the LLB contractor had agreed to. It would have been impossible to bid, award, and complete the work before the end of summer break.

Requested By: A2 Owner Requested Change

DSA Prelim approval date:

CO #1 (1 PCO's)  
Total: \$156,397.94

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management - Phone 510-535-2728 - FAX 510-535-7040

## PRELIMINARY CHANGE ORDER NO. 1

PROJECT: **Claremont  
Playfield**

CONTRACTOR: **Redgwick Construction**

PROJECT MGR: **Elena Comrie**

DATE: **7/2/2019**

DSA FILE:

DSA APP: **01-117567**

OUSD PROJ: **16126**

You are hereby directed to make the indicated change(s) in the Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

**CONTRACTOR COMPLETE DESCRIPTION:**

### DESCRIPTION:

Demolition of Remaining Canopy and relocation of electrical conduit

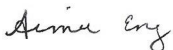

This work was requested by the Owner to demo the canopy from work completed during Phase 1 of the project when the school cafeteria was demolished due to a fire. The canopy between the old cafeteria and music building must be removed as advised by the structural engineer. Added scope of work will include electrical conduit work, canopy demolition, patch after canopy and adjust pull boxes.

CODE: A2 Owner Requested Change

### REASON:

This work is required to address DSA requirements as a result of the demolition of the old cafeteria during Phase 1 of the project. Redgwick was requested to complete this work during the summer to prevent disruptions of the regular school schedule and have work coincide with current construction activities.

ATTACHMENTS: AED No.1 approved by district




	8/15/19		8/15/19
Aimee Eng		Kyla Johnson Trammell	
President, Board of Education		Secretary, Board of Education	

The proposed basis of adjustment to the Contract Price and Contract Time are as follows:

Amount of Change:  ADD  DEDUCT Final Price: \_\_\_\_\_  
 Lump Sum  Time / Materials Not To Exceed Date: \_\_\_\_\_

Contractor to proceed with work described herein, cost not to exceed \$156,398; ~~final cost to be determined after review and negotiation.~~

Time Extension: 20 calendar days

INITIATED BY:	REVIEWED BY:	ACKNOWLEDGED BY:			
 7/3/19	 7/3/19	 7/3/19			
Architect of Record	Date	Project Manager	Date	Contractor	Date

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL

	
Director of Facilities	Deputy Chief
	7/16/19
	Date

COR #1



**Redgwick Construction Company**

TO: OUSD  
PROJECT: Claremont School Project  
DATE: 6/18/2019  
ATTENTION: Elena Comrie  
SUBJECT – Extra Conduit Work, Canopy Demolition, Patch After Canopy & Adjust Pull Boxes

Dear Ms. Comrie

Please see the total cost for extra electrical conduit work, canopy demolition, patch after canopy & adjust pull boxes.

**Total: \$162,155.94** See comments below. If there are any additional costs above the number below, team will review before adding to change order.

Please review and let us know how the OUSD would like to proceed. Note that a change order will be required prior to start of the work.

Sincerely,

*Ali Arabshahi*  
Ali Arabshahi  
Redgwick Construction Company



6/24/19

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Approved for the revised numbers and  
per OUSD's estimator Emil's comments  
\$156,397.94.

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**17.8 Format for Proposed Change Order**

**17.8.1** The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

Conduit Work around the building & Demolition of Canopy:

	<b>WORK PERFORMED OTHER THAN BY CONTRACTOR</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach suppliers' invoice or Itemized quantity and unit cost plus sales tax)	\$41,937.5	
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)	\$67,986.4	
(c)	<b>Add Equipment</b> (attach suppliers' invoice)	\$11,776.8	
(d)	<b>Subtotal</b>	\$121,700.7	
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor</b> , the total not to exceed ten percent (10%) of Item (d)	\$12,170.07	
(f)	<b>Subtotal</b>	\$133,870.77	
(g)	<b>Add Overhead and Profit for Contractor</b> , not to exceed five percent (5%) of Item (f)	\$6,693.54	
(h)	<b>Subtotal</b>	\$140,564.31	
(i)	<b>Add Bond and Insurance</b> , not to exceed one and a half percent (1.5%) of Item (h)	\$2,108.46	
(j)	<b>TOTAL</b>	\$142,672.77	
(k)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<u>25</u> Calendar Days	

Sawcut and patch concrete areas after canopy is removed and sawcut and raise utility boxes:

	<b>WORK PERFORMED BY CONTRACTOR</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	\$5,684	
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)	\$8,800.08	
(c)	<b>Add Equipment</b> (attach suppliers' invoice)	\$2,207.44	
(d)	<b>Subtotal</b>	\$16,691.52	
(e)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (d)	\$2,503.73	
(f)	<b>Subtotal</b>	\$19,195.25	
(g)	<b>Add Bond and Insurance</b> , not to exceed one and a half percent (1.5%) of Item (f)	\$287.93	
(h)	<b>TOTAL</b>	\$19,483.17	
(i)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<u>3</u> Calendar Days	

**17.8.2 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage





**ESTIMATE ONLY**

Contract No.           OUSD Claremont School            
Co.-RL-P.M.           

Date Performed             
Date of Report           

CO NO.            Report No.             
Amount Authorized \$             
Previous Expenditures \$             
Today \$             
To Date \$             
Contractor Job No.             
Contractor Report No.           

Work Performed By           Demolition subcontractor CVE          

Description of Work           Demo Canopy (Estimated 10 Days)          

EQUIP. NO.	EQUIPMENT			P.R. NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
	NO.	HOURS	HOURLY RATE					
	Pick-Up (Ford 150)	80	\$25.00		Foreman	80	\$89.82	\$7,185.60
	Excavator (Cat 320 Code 0310)	80	\$78.35		Operator	80	\$84.40	\$6,752.00
	Air Compressor (Code 025-045)	80	\$35.31		Laborer	80	\$64.15	\$5,132.00
	Saw (Code 33-45)	40	\$17.10		Laborer	80	\$64.15	\$5,132.00
					Laborer	80	\$64.15	\$5,132.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
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								\$0.00
								\$0.00
<b>MATERIAL AND/OR WORK DONE BY SPECIALIST</b>								
DESCRIPTION		NO. UNIT	UNIT COST		SUB-TOTAL			\$29,333.60
Misc. Material (paint, wood and gutters)		1	\$3,000.00	\$3,000.00	LABOR SURCHARGE - (SEE SPECIAL PROVISIONS)			
Dumping of Demo Material (5 loads)		5	\$1,000.00	\$5,000.00	SUBSISTENCE _____ NO. _____ @ \$ _____			\$0.00
				\$0.00	TRAVEL EXPENSE _____ NO. _____ @ \$ _____			\$0.00
				\$0.00	OTHER _____			\$0.00
				\$0.00				
				\$0.00				
				\$0.00				
					<b>TOTAL COST OF LABOR</b>		<b>A</b>	\$29,333.60
<b>TOTAL COST OF EQUIPMENT, MATERIALS AND WORK</b>								<b>B</b>
								\$19,776.80
					+ 10 % MARKUP ON LABOR COST (SEE CONTRACT)		<b>(A)</b>	\$2,933.36
					+ 10 % MARKUP ON EQUIPMENT, MATERIAL AND WORK COST		<b>(B)</b>	\$1,977.68
					<b>TOTAL THIS REPORT</b>			\$54,021.44

CONTRACTOR'S REPRESENTATIVE \_\_\_\_\_  
  
ACCEPTED FOR PROGRESS PAYMENT \_\_\_\_\_  
  
RESIDENT ENGINEER \_\_\_\_\_

**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S3

CONTRACTOR: TULUM SYSTEMS  
 PROJECT NAME: Claremont MS - Demolition  
 PROJECT NUMBER:  
 CHANGE ORDER NUMBER: TULUM-Claremont-002 DATE: 10/5/2018  
 CHANGE ORDER DESCRIPTION: OUSD Directive - Re-route power from canopy

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	38,652.80	
2. Ten percent (10%) of Line 1	\$	3,865.28	
3. Sum of Lines 1 & 2			\$ 42,518.08
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	30,995.41	
6. Ten percent (10%) of Line 5	\$	3,099.54	
7. Sum of Lines 5 & 6			\$ 34,094.95
8. Tax			\$ 2,942.09
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			\$ 79,555.13
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 79,555.13

## INTELLIBID COST BREAKDOWN

SHEET S2 OF S3

**CONTRACTOR:** TULUM SYSTEMS  
**PROJECT NAME:** Claremont MS - Demolition  
**PROJECT NUMBER:**  
**CHANGE ORDER NUMBER:** TULUM-Claremont-002      **DATE:** 10/5/2018  
**CHANGE ORDER DESCRIPTION:** OUSD Directive - Re-route power from canopy

LABOR				
NAME	HOURS	RATE	TOTAL	
DIRECT COSTS	Electrical - Electrician	320.0	\$ 120.79	\$ 38,652.80
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 38,652.80
TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ -

MATERIALS			COST
DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
MATERIALS - REXEL	1	\$30,175.33	\$30,175.33
MATERIAL COSTS (Without Sales Tax)			\$ 30,175.33
FREIGHT, SHIPPING, HANDLING			\$ 820.08
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1			\$ 30,995.41
SALES TAX ON MATERIAL AT 0.75% - Line 8 of Sheet 1			\$ 2,342.09
TOTAL MATERIAL COSTS			\$ 33,337.50

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)				\$ -

10/5/2018

Company: TULUM  
Attention: Rafael

Project: Claremont Power re-route

955 Kennedy Street  
Oakland, CA 94606  
Tel (510) 483-0931  
Fax (510) 352-9980

**Rexel**

Phone: 510-355-8159

Fax:

Quote: 10052018

(Quote date is listed after the customer name)

Total Invoice: \$33,937.50

Part Number	Qty	Unit Price	UOM	Extension
GRC 400 4-IN-GALV-STEEL	350	\$ 21.030	EA	\$7,360.50
CPL GRC400 4-IN-GALV-CPLG	35	\$ 18.170	EA	\$635.95
ELB GRC40090 4-IN-90DEG-GALV-ELBOW	15	\$ 70.100	EA	\$1,051.50
ELB GRC40045 4-IN-45DEG-GALV-ELBOW	10	\$ 65.800	EA	\$658.00
ELB GRC4002212 4-IN-22-1/2DEG-GALV ELBOW	10	\$ 63.500	EA	\$635.00
RAC 1816 RGD/MC COMPR CONNECTOR 4 IN	20	\$ 53.770	EA	\$1,075.40
HOF A24R2410NK 24X24X10 NEMA 3R NO KO	6	\$ 176.110	EA	\$1,056.66
ELN DB10 DURA-BLOK ROOFTOP 5-IN. HEIGHT 6-IN. WIDTH	50	\$ 25.160	EA	\$1,258.00
BLN B22SH-120GLV CHANNEL 1 5/8-IN.X 1 5/8-IN. 9/16-IN. X 1 1/8-IN.	100	\$ 1.870	EA	\$187.00
BLN N225ZN SPRING NUT 1/2-IN.-13 THREAD 1/2-IN. NUT	100	\$ 1.100	EA	\$110.00
DOT MB121 1/2 X 1 HEX HEAD TAP BOLTS ZINC PLATED	100	\$ 0.250	EA	\$25.00
COP THHN350STRBLK-CUT	2000	\$ 6.153	EA	\$12,306.00
COP THHN4/0STRGRN-CUT	500	\$ 3.590	EA	\$1,795.00
LQT UA400GRY-CUT 4-U/LA-GRAY CUT	100	\$ 10.570	EA	\$1,057.00
RAC 3416 LIQUIDTIGHT CONNECTOR 4 IN STEEL	10	\$ 83.700	EA	\$837.00
TFZ LB10CG 4 IN CONDUIT BODIES - RIGID LB TYPE	2	\$ 63.660	EA	\$127.32

Total Material Quote: \$30,175.33  
 Handling/Expedite: \$0.00  
 Freight: \$820.08  
 Tax: \$2,942.09  
 Total Quote: \$33,937.50

Terms & Conditions:

Copper Cable: +/- 1% tolerance and charged accordingly.  
 Fiber Optic Cable: +/-5 % tolerance and charged accordingly.  
 Prices quoted are firm for 30 days.  
 All cabinets will be charged for freight unless otherwise noted.  
 All items non-stock. Non-stock items are non-cancelable/non-returnable.  
 Freight Charges: Expedite freight charges will apply.

Sincerely,  
Doug Collins



OAKLAND UNIFIED SCHOOL DISTRICT  
CLAREMONT MIDDLE SCHOOL ATHLETIC FIELD

PROJ # 10126

PCO#001 EXTRA CONDUIT WORK, CANOPY DEMOLITION, PATCH PAVING & ADJUST PULL  
BOXES (REVISION 1)

To: E. COMRIE/PM

From: E. Vinuya/Chief Cost Estimator

Date: 24-Jun-19

General Comments:

1 GENERAL CONTRACTOR: REDGWICK CONSTRUCTION, INC.

Revised cost provided by GC for self performed work appear reasonable

2 SUBCONTRACTOR: CVE DEMOLITION

CVE Demolition Cost appear reasonable.

3 SUBCONTRACTOR: DIGITAL DESIGN COMMUNICATION

The electrical scope of work has been a change order from the start and should  
be processed thru Change Order procedures.

Hourly Labor Rate for Electrician/JM used by Sub appears high.

4 GENERAL CONTRACTOR's REVISED COST PROPOSALS

\$ 162,155.94

ESTIMATED CONSTRUCTION COST FOR PCO#001 Rev1

\$ 156,397.94

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CLAREMONT MIDDLE SCHOOL ATHLETIC FIELD  
Oakland, CA**

Project Number: 16126  
Date: 24-Jun-19

Description : **PCO#001  
(REVISION 1)  
SCOPE: CUTTING & PATCHING AC, ADJUST PULL BOXES**

Reference Drawing: **Cost Proposal Received on June 18, 2019**  
GENERAL CONTRACTOR: **REDGWICK CONSTRUCTION**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost	Total Labor Burden	TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 8,800	\$ 5,684.00	\$ 2,095.36		\$ 16,579.44
4					
5					
6					
7	\$ 8,800	+ \$ 5,684.00	+ \$ 2,095.36	+	= \$ 16,579.44
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		9.25%	..... of Total Material:	Incl.
11	Rental Sales Tax.....		9.25%	..... of Total Rental:	Incl.
12					
13				<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 16,579</b>
14					
15		Subcontractor OH&P:	15.00%	Labor	\$ 1,320.01
16		Subcontractor OH&P:	15.00%	Material	\$ 852.60
17		Subcontractor OH&P:	15.00%	Equipt. Rental	\$ 314.30
18					
19				<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 19,066.36</b>
20					
21				<b>Sub-Subcontractor's Cost - CVE</b>	<b>\$ 52,921.44</b>
22				<b>Sub-Subcontractor's Cost - TULUM</b>	<b>\$ 75,669.31</b>
23				<b>SUBTOTAL</b>	<b>\$ 128,590.75</b>
24					
25		Subcontractor OH&P:	5.00%		\$ 6,429.54
26				<b>SUBTOTAL</b>	<b>\$ 154,086.64</b>
27		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
28		Bond & ins.:	1.5000%		\$ 2,311.30
29					
30				<b>TOTAL PROBABLE CONSTRUCTION COST - REDGWICK CONSTRUCTION</b>	<b>\$ 156,397.94</b>

## Detailed Estimate

CLAREMONT MIDDLE SCHOOL ATHLETIC FIELD										Date: 6/24/2019	
No.	PCO#001	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		EQUIPMENT COST	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN CONTRACTOR:</b>		<b>REDGWICK CONSTRUCTION</b>									
Project Description:		SAWCUT & PATCH CONCRETE AREAS AFTER CANOPY IS REMOVED									
1	Breakdown:										
2	Materials:										
3	Trucking Cost	8	Hrs	2.000	16.00			\$ 118.00	\$ 944.00		
4	Sawcutting Rental for Neat Edge Mixed/Dir/Concrete Dump	4	Days	0.000	0.00			\$ 185.00	\$ 740.00		
5	Fees/Load	1	Load	0.000	0.00			\$ 800.00	\$ 800.00		
6	Concrete Buggle	1	Ea	0.000	0.00			\$ 500.00	\$ 500.00		
7	Christy Box & Lids	5	EA	0.000	0.00			\$ 450.00	\$ 2,250.00		
8	AC, Buy	5	Ton	0.000	0.00			\$ 90.00	\$ 450.00		
9											
10	<b>LABOR: OT RATES</b>										
11	<b>BASE RATES+FRINGES+LABOR BURDEN</b>										
12	Operator/FM	1.00	EA	24.00	24.00	\$ 89.82	\$ 2,155.68				
13	Operator/JM	1.00	EA	24.00	24.00	\$ 84.40	\$ 2,025.60				
14	Laborer/JM	3.00	EA	24.00	72.00	\$ 64.15	\$ 4,618.80				
15					120.00						
16											
17	<b>EQUIPMENT:</b>										
18	Backhoe (John Deer 410) Code 2508	1.00	EA	8.00	8.00			Per Caltran's Rental Rates	\$ 50.99	\$ 407.92	
19	Air Compressor (Code 025-045)	1.00	EA	24.00	24.00			Per Caltran's Rental Rates	\$ 35.31	\$ 847.44	
20	Wacker Plate (nueson DPU545)	1.00	EA	16.00	16.00				\$ 15.00	\$ 240.00	
21	Pick-up, (F-250)	1.00	EA	24.00	24.00				\$ 25.00	\$ 600.00	
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37	<b>SHEET TOTALS</b>				120.00	\$ 73.33	\$ 8,800.08		\$ 5,684	\$ 2,095.36	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CLAREMONT MIDDLE SCHOOL ATHLETIC FIELD  
Oakland, CA**

Project Number: 16126  
Date: 24-Jun-19

Description : **PCO#001  
EXTRA CONDUIT WORK, CANOPY DEMOLITION, PATCH PAVING & ADJUST PULL BOXES (REVISION 1  
CANOPY DEMOLITION**

Reference Drawing: Cost Proposal Received on June 5, 2019  
SUBCONTRACTOR: CVE DEMOLITION

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost	Total Labor Burden	TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 29,334	\$ 7,000.00	\$ 11,776.80		\$ 48,110.40
4					
5					
6					
7	\$ 29,334	+ \$ 7,000.00	+ \$ 11,776.80	+	= \$ 48,110.40
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		9.25% .....	of Total Material:	Incl.
11	Rental Sales Tax.....		9.25% .....	of Total Rental:	Incl.
12					
13				<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 48,110.40</b>
14					
15		Subcontractor OH&P:	10.00%	Labor	\$ 2,933.36
16		Subcontractor OH&P:	10.00%	Material	\$ 700.00
17		Subcontractor OH&P:	10.00%	Equipt. Rental	\$ 1,177.68
18					
19				<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 52,921.44</b>
20					
21				<b>Sub-Subcontractor's Cost - None</b>	<b>\$ -</b>
22					
23		Subcontractor OH&P:	5.00%	None	\$ -
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26		Bond & ins.:	1.5000%		\$ -
27					
28				<b>TOTAL PROBABLE CONSTRUCTION COST - CVE DEMOLITION</b>	<b>\$ 52,921.44</b>



## Detailed Estimate

CLAREMONT MIDDLE SCHOOL ATHLETIC FIELD										
										Date: 6/24/19
No.	PCO#001	LABOR COST				MATERIAL COST		EQUIPMENT COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
<b>GEN CONTRACTOR:</b>		<b>CVE DEMOLITION</b>								
Project Description:		EXTRA CONDUIT WORK, CANOPY DEMOLITION, PATCH PAVING & ADJUST PULL BOXES (REVISION)								
1	Breakdown:									
2	Materials:									
3	Gutters	24	LF	0.000	0.00		\$ 20.00	\$ 480.00		
4	Gravel Stop	20	LF	0.000	0.00		\$ 25.00	\$ 500.00		
5	Downspout	1	LOC	0.000	0.00		\$ 200.00	\$ 200.00		
6	RWL	1	LOC	0.000	0.00		\$ 150.00	\$ 150.00		
7	Patching & painting & carpentry	1	LS	0.000	0.00		\$ 1,670.00	\$ 1,670.00		
8										
9	Dump fee	5	Loads	0.000	0.00		\$ 800.00	\$ 4,000.00		
10										
11										
12	<b>LABOR: OT RATES</b>									
13	<b>BASE RATES+FRINGES+LABOR BURDEN</b>									
14	Operator/FM	1.00	EA	80.00	80.00	\$ 89.82	\$ 7,185.60			
15	Operator/JM	1.00	EA	80.00	80.00	\$ 84.40	\$ 6,752.00			
16	Laborer/JM	3.00	EA	80.00	240.00	\$ 64.15	\$ 15,396.0			
17										
18										
19	<b>EQUIPMENT:</b>									
20	Excavator (Cat 320 Code 0310)	1.00	EA	80.00	80.00		Per Caltran's Rental Rates	\$ 78.35	\$ 6,268.00	
21	Air Compressor (Code 025-045)	1.00	EA	80.00	80.00		Per Caltran's Rental Rates	\$ 35.31	\$ 2,824.80	
22	Saw	1.00	EA	40.00	40.00			\$ 17.10	\$ 684.00	
23	Pick-up, (F-250)	1.00	EA	80.00	80.00			\$ 25.00	\$ 2,000.00	
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39	<b>SHEET TOTALS</b>				280.00	\$ 104.76	\$ 29,334		\$ 7,000	\$ 11,776.80

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CLAREMONT MIDDLE SCHOOL PHASE 1 FIELD  
Oakland, CA**

Project Number: 16126  
Date: 24-Jun-19

Description: **PCO#001  
ELECTRICAL CONDUIT WORK AROUND BUILDING  
RE-ROUTE POWER AT CANOPY**

Reference Drawing: Cost Proposal dated 11/02/2018  
SUBCONTRACTOR: TULUM PORTION

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 35,120	\$ 30,175.55	\$ -		\$ 65,295.55
4	Freight	\$ 820.08			
5					
6					
7	\$ 35,120	+ \$ 30,995.63	+ \$ -	+	= \$ 66,115.63
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		9.75% .....	of Total Material:	\$ 2,942.12
11	Rental Sales Tax.....		9.25% .....	of Total Rental:	\$ -
12					
13				<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 69,057.75</b>
14					
15		Gen Contractor OH&P:	10.00%	Labor	\$ 3,512.00
16		Gen Contractor OH&P:	10.00%	Material	\$ 3,099.56
17		Gen Contractor OH&P:	10.00%	Equipt. Rental	\$ -
18					
19				<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 75,669.31</b>
20					
21				<b>Sub-Subcontractor's Cost - None</b>	<b>\$ -</b>
22					
23		GC OH&P on Subcontractor:	5.00%	None	\$ -
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26		Subcontractor Bond & ins.:	1.5000%		\$ -
27					
28				<b>TOTAL PROBABLE CONSTRUCTION COST - TULUM</b>	<b>\$ 75,669.31</b>

### Detailed Estimate

GLAREMONT MIDDLE SCHOOL PHASE 1 BUILD										
No.	43640	LABOR COST					MATERIAL COST		EQUIPMENT COST	
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
<b>GEN CONTRACTOR:</b>		<b>TULUM PORTION</b>								
Project Description:		<b>ELECTRICAL CONDUIT WORK AROUND BUILDING</b>								
<b>MATERIALS BREAKDOWN:</b>										
1	Conduit, GRC, 4"	350	LF	0.25	86.80		\$ 21.03	\$ 7,360.50		
3	Cplg, GRC 4"	35	EA	1.00	35.00		\$ 18.17	\$ 635.95		
4	Elb, GRC 4", 90Deg	15	EA	3.00	45.00		\$ 70.10	\$ 1,051.50		
5	Elb, GRC 4", 45DEg	10	EA	2.90	29.00		\$ 65.80	\$ 658.00		
6	Elb, GRC 4", 22.5DEg	10	EA	2.90	29.00		63.50	\$ 635.00		
7	Comp Connector, 4"	20	EA	1.00	20.00		53.77	\$ 1,075.40		
8	HOF, 24"x24" NEMA 3R	6	EA	0.00	0.00		176.11	\$ 1,056.66		
9	Dura Blok Rooftop 5"h x 6" w	50	EA	0.00	0.00		\$ 25.16	\$ 1,258.00		
10	Channekl 1-5/8" x 1-5/8"	100	EA	0.00	0.00		1.87	\$ 187.00		
11	Spring Nut Thread, 1/2" nut	100	EA	0.00	0.00		1.10	\$ 110.00		
12	Hex Head Tap Bolts, MB121	100	EA	0.00	0.00		\$ 0.25	\$ 25.00		
13	Cut	2,000	LF	0.03	60.00		\$ 6.15	\$ 12,306		
14	Cut	500	LF	0.03	15.00		\$ 3.59	\$ 1,795.00		
15	LQT UA 400 Gray	100	EA	0.00	0.00		\$ 10.57	\$ 1,057.00		
16	connector 4in steel	10	EA	0.00	0.00		\$ 83.70	\$ 837.00		
17	TPZ LB10CG 4in Conduit									
17	Bodles Rlgld LB Type	2	EA	0.00	0.00		\$ 63.77	\$ 127.54		
18								\$ 30,176		
19	Freight				319.80			820.08		
20										
21	<b>LABOR BREAKDOWN:</b>									
22	Electrician/JM	4.00	EA	80.00	320.00	\$ 109.75		35,120.00		
23										
24										
25										
26	<b>EQUIPMENT:</b>									
27	Not Used								\$ -	\$ -
28										
29										
30										
31										
32										
33	<b>SHEET TOTALS</b>				320.00	\$ 109.75		\$ 35,120		\$ 30,996



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2019

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


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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Broker of California Inc.   LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 415-391-1500 <b>E-MAIL ADDRESS:</b> CertRequests@ajg.com	<b>FAX (A/C, No):</b> 415-391-1882
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Redgwick Construction Co. 21 Hegenberger Court Oakland CA 94621	<b>INSURER A:</b> The Travelers Indemnity Company of CT NAIC # 25682	<b>INSURER B:</b> Travelers Property Casualty Co of America NAIC # 25674
	<b>INSURER C:</b> Evanston Insurance Company NAIC # 35378	<b>INSURER D:</b>
	<b>INSURER E:</b>	<b>INSURER F:</b>
	<b>REVISION NUMBER:</b>	
	<b>CERTIFICATE NUMBER:</b> 521240141	
	<b>COVERAGES</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22-CO-366K4685-TCT-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	DT-810-1L612615-TIL-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Camp/Coll Deduct \$ 1,000/\$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-OJ404992-18-26	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-OJ403829-18-26	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess / 2nd Layer			MKLV2EUE100542	12/31/2018	12/31/2019	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Excess / Umbrella follows form over the general liability, auto, and employers liability policies.  
 Project#: 15137 | Resolution #: 1819-0182  
 RE: Westlake Middle School Plav Field Renovation

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Department of Facilities Planning and Management



ROUTING FORM

Project Information

Project Name	Claremont Playfield	Site	210
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Basic Directions

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

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

Contractor Information

Contractor Name	Redgwick Construction	Agency's Contact	
OUSD Vendor ID #	003557	Vendor Title:	
Address	21 Hegenberger Ct Oakland, CA 94621	Telephone	5107921727
		Policy Expires:	

Contractor History	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee?	<input type="checkbox"/> Yes
OUSD Project #	16126			

Term

Date Work Will Begin	5/9/2019	Date Work Will End By (not more than 5 years from start date)	8/28/2019
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Compensation

Total Contract Amount		Total Contract Not To Exceed	\$792,355.89
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

If you are planning to utilize fund contracts using LFP funds, please contact the State and Local PO office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9450/9711	Fd21 Measure J	210-9450-0-9711-8500-6271-201-9180-9905-9999-99999	6271	\$156,397.94

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management	Signature		Date Approved	7/9/19
2.	General Counsel, Department of Facilities Planning and Management	Signature	(as to terms only)	Date Approved	7/23/19
3.	Deputy Chief, Department of Facilities Planning and Management	Signature		Date Approved	7/23/19
4.	Senior Business Officer, Board of Education	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the company's revenue streams. This includes sales from various product lines and services. The data shows a steady increase in revenue over the past year, which is attributed to improved marketing strategies and operational efficiency.

The third section focuses on the company's financial health and liquidity. It highlights the company's strong cash flow and low debt-to-equity ratio. These factors are crucial for long-term sustainability and growth. The author also mentions the company's commitment to investing in research and development to stay ahead in the market.

Finally, the document concludes with a summary of the company's overall performance and future outlook. The author expresses confidence in the company's ability to continue its upward trajectory and meet its strategic goals for the coming year.

Board Office Use: Legislative File Info.	
File ID Number	19-0814
Introduction Date	5-8-2019
Enactment Number	19-0621
Enactment Date	5/8/19 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT

www.ousd.k12.ca.us

# Memo

**To** Board of Education

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

**Board Meeting Date** *AW* May 8, 2019

**Subject** Award of Bid and Contract for Construction Services- Redgwick Construction Company - Claremont Middle School Phase I Field Project

**Action Requested** Approval by the Board of Education of Resolution No. 1819-0185, Award of Bid and Contract for Construction Services on behalf of the District to Redgwick Construction Company, Oakland, CA, for the Claremont Middle School Phase I Field Project, in the amount of \$635,957.95, as the lowest responsive, responsible bidder, and rejecting all other bids, if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Ninety-two (92) days Calendar Days, commencing May 9, 2019, and ending on August 9, 2019.

**Discussion** Vendor to provide installation of new synthetic turf field.

**LBP (Local Business Participation Percentage)** 58.30%

**Recommendation** Approval by the Board of Education of Resolution No. 1819-0185, Award of Bid and Contract for Construction Services on behalf of the District to Redgwick Construction Company, Oakland, CA, for the Claremont Middle School Phase I Field Project, in the amount of \$635,957.95, as the lowest responsive, responsible bidder, and rejecting all other bids, if any, and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: Ninety-two (92) days Calendar Days, commencing May 9, 2019, and ending on August 9, 2019.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



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

**Legislative File ID No.** 19-0814

**Department:** Facilities Planning and Management

**Vendor Name:** Redgwick Construction

**Project Name:** Claremont Playfield **Project No.:** 16126

**Contract Term:** Intended Start: 5/9/2019 Intended End: 8/9/2019

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$635,957.95

**Approved by:** Tadashi Nakadegawa

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

**Local Business Policy?**  Yes (No if Unchecked)

**How was this Vendor selected?**

Public Bid Request for general contractor services was held on March 27th 2019. Redgwick Construction company was selected as the lowest responsive bidder.

**Summarize the services this Vendor will be providing.**

For General Contractor services for the installation of a new construction synthetic turf field on an existing asphalt playground.

Installation of new synthetic turf play field includes all work for:

1. Artificial turf and underlayment, sub-drainage system and modifications to storm drainage system.
2. Asphalt reconfiguring and restriping
3. Landscaping and Site equipment

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

If No, please answer the following:

1) How did you determine the price is competitive?

Based on OUSD estimates for similar Turf projects.



2) Please check the competitive bid exception relied upon:

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

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



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

**RESOLUTION NO. 1819-0185**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE CLAREMONT MIDDLE SCHOOL PHASE I FIELD PROJECT**

**Page 1 of 2**

**WHEREAS**, the District has heretofore requested bids, for installation of a new Synthetic Turf Field on existing asphalt playground. Provide site furnishing.

**WHEREAS**, three (3) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Redgwick Construction Company	Oakland, CA	\$635,957.95
D-Line Constructors, Inc.	Oakland, CA	\$713,000.00
Bay Construction Company	Oakland, CA	\$829,000.00

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **REDGWICK CONSTRUCTION COMPANY** for the performance of the bid work, in the amount of **SIX HUNDRED THIRTY-FIVE THOUSAND, NINE HUNDRED FIFTY-SEVEN DOLLARS AND NINETY-FIVE CENTS (\$635,957.95)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

**RESOLUTION NO. 1819-0185**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE CLAREMONT MIDDLE SCHOOL PHASE I FIELD PROJECT**

**Page 2 of 2**

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

Passed by the following vote:

**PREFERENTIAL AYES:** Student Directors Yota Omosowho and Josue Chavez

**PREFERENTIAL NOES:** None

**YEA:** Jumoke Hinton Hodge, Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris, Vice President Jody London and President Aimee Eng

None

**NOES:**

**ABSENT:** None

**ABSTAINED:** None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **May 8, 2019**.

*Aimee Eng*

Aimee Eng, President  
Board of Education

*Kyla Johnson-Trammell*

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

**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **8th** day of **May 2019**, by and between the Oakland Unified School District (“District” or “Owner”) and **Redgwick Construction Company** (“Contractor”) (“Agreement”).

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

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

PROJECT: **Claremont Middle School Phase I Field**

PROJECT NO.: **16126**

RESOLUTION NUMBER: **1819-0185**

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

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:

- (i) District-approved modifications, beginning with the most recent (if any);
- (ii) The Agreement;
- (iii) The Special Conditions (if any);
- (iv) Any Supplemental Conditions (if any);
- (v) The General Conditions;
- (vi) The remaining Division 0 documents;
- (vii) The Division 1 Documents (Specifications – General Conditions);
- (viii) The Division 2 through Division 32 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Ninety-two days 92** consecutive calendar days (“Contract Time”) **commencing May 9, 2019, and**

**concluding no later than August 9, 2019**, from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
  - **Project Completion: One thousand Five hundred dollars no/100 (\$1,500.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.**
  - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or

any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A – **Engineering and/or B- Building Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five hundred Fifty-five thousand nine hundred fifty-seven dollars and ninety-five cents

\$555,957.95 (Base Contract Amount)

+ Eighty thousand dollars

\$80,000.00, (Contingency Allowance Amount)

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= Six hundred thirty-five thousand nine hundred fifty-seven dollars and ninety-five cents

\$635,957.95 ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
  - b. The Contract Price shall be paid in lawful money of the United States.
  - c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

  
Tadashi Nakadogawa  
Director of Facilities Planning & Management

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

Dated: \_\_\_\_\_, 20\_\_

Dated: APRIL 8, 2019

**OAKLAND UNIFIED SCHOOL DISTRICT**

**REDGWICK CONSTRUCTION CO. CONTRACTOR**

By: \_\_\_\_\_

By: 

Print Name: **Aimee Eng**

Print Name: **Bob Rahebi**

Print Title: **President, Board of Education**

Print Title: **President**

By: \_\_\_\_\_

Print Name: **Kyla Johnson-Trammell, Superintendent**

Print Title: **Secretary, Board of Education**

By: 

Print Name: **Timothy White**

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

**Approved as to Form:**

By: 

Print Name: **Marion McWilliams**

Print Title: **Special Facilities Counsel**

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

**END OF DOCUMENT**



**BYLAWS**  
**OF**  
**REDGWICK CONSTRUCTION CO.**

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**ARTICLE I**

**OFFICES**

**Section 1.1 Principal Office.** The principal office of the corporation shall be located at 21 Hegenberger Ct Oakland CA 94621 or at such place as the Board of Directors may fix from time to time.

**Section 1.2 Registered Office.** The registered office of the corporation required by law to be maintained in the State of California will be located at 8150 Enterprise Drive Newark CA and may be, but need not be, identical with the principal office.

**Section 1.3 Other Offices.** The corporation may have offices at such other places, either within or without the State of California, as the Board of Directors may designate or as the affairs of the corporation may require from time to time.

**ARTICLE II**

**MEETINGS OF SHAREHOLDERS**

**Section 2.1 Place of Meetings.** All meetings of shareholders shall be held at the principal office of the corporation, or at such other place, either within or without the State of California, as shall be fixed by the Board of Directors.

**Section 2.2 Annual Meetings.** The annual meeting of shareholders shall be held on the first Tuesday of October of each year at 10:00 A.M. for the purpose of electing directors except for the chairman who shall be elected for a period of two years, and for the transaction of such other business as may be properly brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of California, such meeting may be held on the next succeeding business day or whenever convenient. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution on the corporation.

**Section 2.3 Substitute Annual Meeting.** If the annual meeting shall not be held by the end of June, a substitute annual meeting may be called in accordance with the provisions of Section 2.4. A meeting so called shall be designated and treated for all purposes as the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation.

**Section 2.4 Special Meetings.** Special meetings of the shareholders may be called at any time by any director of the Board of Directors or the President, and shall be called pursuant to the written request of the holders of not less than one-tenth of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

**Section 2.5 Notice of Meetings.** Written notice stating the date, time and place of the meeting shall be given not less than ten nor more than sixty days before the date of any shareholders' meeting, either by personal delivery, or by telegraph, teletype, or other form of wire or wireless communication, or by facsimile transmission or by mail or private carrier, by or at the direction of the Board of Directors, the Chairman of the Board of Directors, the President, the Secretary, or other person calling the meeting, to each shareholder entitled to vote at such meeting; provided that such notice must be given to all shareholders with respect to any meeting at which a merger or share exchange is to be considered and in such other instances as required by law. If mailed, such notice shall be deemed to be effective when deposited in the United States mail, correctly addressed to the shareholder at the shareholder's address as it appears on the current record of shareholders of the corporation, with postage thereon prepaid.

In the case of a special meeting, the notice of meeting shall include a description of the purpose or purposes for which the meeting is called; but, in the case of an annual or substitute annual meeting, the notice of meeting need not include a description of the purposes for which the meeting is called unless such a description is required by the provisions of the California Business Corporation Act.

When a meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment and if a new record date is not fixed for the adjourned meeting; but, if a new record date is fixed for the adjourned meeting (which must be done if the new date is more than 120 days after the date of the original meeting), notice of the adjourned meeting must be given as provided in this section to persons who are shareholders entitled to notice as of the new record date.

**Section 2.6 Waiver of Notice.** Any shareholder may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the shareholder and delivered to the corporation for inclusion in the minutes or filing with the corporate records. A shareholder's attendance, in person or by proxy, at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder or his proxy objects to considering the matter before it is voted upon.

**Section 2.7 Shareholders' List.** Before each meeting of shareholders, the Secretary of the corporation shall prepare an alphabetical list of the shareholders entitled to notice of such meeting. The list shall be arranged by voting group (and within each voting group by class or series of shares) and show the address of and number of shares held by each shareholder. The list

shall be kept on file at the principal office of the corporation, or at a place identified in the meeting notice in the city where the meeting will be held, for the period beginning two business days after notice of the meeting is given and continuing through the meeting, and shall be available for inspection by any shareholder, his agent or attorney, at any time during regular business hours. The list shall also be available at the meeting and shall be subject to inspection by any shareholder, his agent or attorney, at any time during the meeting or any adjournment thereof.

Current Shareholders	Bob Rahebi	100%
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**Section 2.8 Voting Group.** All shares that under the articles of incorporation or the California Business Corporation Act are entitled to vote and be counted together collectively on a matter at a meeting of shareholders constitute a voting group. All shares entitled by the articles of incorporation or the California Business Corporation Act to vote generally on a matter are for that purpose a single voting group. Classes or series of shares shall not be entitled to vote separately by voting group unless expressly authorized by the articles of incorporation or specifically required by law.

**Section 2.9 Quorum.** Shares entitled to vote as a separate voting group may take action on a matter at the meeting only if a quorum of those shares exists. A majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

In the absence of a quorum at the opening of any meeting of shareholders, such meeting may be adjourned from time to time by the vote of a majority of the votes cast on the motion to adjourn; and, subject to the provisions of Section 2.5, at any adjourned meeting any business may be transacted that might have been transacted at the original meeting if a quorum exists with respect to the matter proposed.

**Section 2.10 Proxies.** Shares may be voted either in person or by one or more proxies authorized by a written appointment of proxy signed by the shareholder or by his duly authorized attorney in fact. An appointment of proxy is valid for eleven months from the date of its execution, unless a different period is expressly provided in the appointment form.

**Section 2.11 Voting of Shares.** Subject to the provisions of the articles of incorporation, each outstanding share shall be entitled to one vote on each matter voted on at a meeting of shareholders.

Except in the election of directors as governed by the provisions of Section 3.3, if a quorum exists, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless a greater vote is required by law or the articles of incorporation or these Bylaws.

Absent special circumstances, shares of the corporation are not entitled to vote if they are owned, directly or indirectly, by another corporation in which the corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation; provided that this provision does not limit the power of the corporation to vote its own shares held by it in a fiduciary capacity.

**Section 2.12 Informal Action by Shareholders.** Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if one or more written consents, describing the action so taken, shall be signed by all of the shareholders who would be entitled to vote upon such action at a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

If the corporation is required by law to give notice to nonvoting shareholders of action to be taken by unanimous written consent of the voting shareholders, then the corporation shall give the nonvoting shareholders, if any, written notice of the proposed action at least ten days before the action is taken.

## ARTICLE III

### BOARD OF DIRECTORS

**Section 3.1 General Powers.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors.

**Section 3.2 Number and Qualifications.** The number of directors constituting the Board of Directors shall be one.

**Section 3.3 Election.** Except as provided in Section 3.6, the directors shall be elected at the annual meeting of shareholders. Those persons who receive the highest number of votes at a meeting at which a quorum is present shall be deemed to have been elected.

If the articles of incorporation provide for cumulative voting, every shareholder entitled to vote at an election of directors shall have the right to cast the number of votes he is entitled to cast for as many persons as there are directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his votes shall equal, or by distributing such votes on the same principal among any number of such candidates. This right of cumulative voting shall not be exercised unless (a) the meeting notice or proxy statement accompanying the notice states conspicuously that shareholders are entitled to cumulate their votes, or (b) a shareholder or proxy who has the right to cumulate his votes announces in open meeting, before the voting for the directors starts, his intention to vote cumulatively; and if such announcement is made, the chair shall declare that all shares entitled to vote have the right to vote cumulatively and shall announce the number of votes represented in person and by proxy and shall thereupon grant a

recess of not less than one nor more than four hours, as he shall determine, or of such other period of time as is then unanimously agreed upon.

**Section 3.4 Term of Directors.** Each initial director shall hold office until the first shareholder's meeting at which directors are elected, or until such director's death, resignation, or removal. The term of every other director shall expire at the next annual shareholders' meeting following the director's election or upon such director's death, resignation or removal. The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors are elected. A decrease in the number of directors does not shorten an incumbent director's term. Despite the expiration of a director's term, such director shall continue to serve until a successor shall be elected and qualifies or until there is a decrease in the number of directors.

**Section 3.5 Removal.** Any director may be removed at any time with or without cause by unanimous consent of the shareholders pursuant to Section 2.12, or at a shareholder meeting by a sufficient vote of the shareholders under N.C.G.S. §55-8-08. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him. A director may not be removed by the shareholders at a meeting unless the notice of the meeting states that the purpose, or one of the purposes, of the meeting is removal of the director. If any directors are so removed, new directors may be elected at the same meeting.

**Section 3.6 Vacancies.** Any vacancy occurring in the Board of Directors, including without limitation a vacancy resulting from an increase in the number of directors or from the failure by the shareholders to elect the full authorized number of directors, may be filled by the shareholders or by the Board of Directors, whichever group shall act first. If the directors remaining in office do not constitute a quorum, the directors may fill the vacancy by the affirmative vote of a majority of the remaining directors. If the vacant office was held by a director elected by a voting group, only the remaining director or directors elected by that voting group or the holders of shares of that voting group are entitled to fill the vacancy.

**Section 3.7 Chairman.** The Board of Directors may elect from their number at any meeting of the Board a Chairman of the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors and perform such other duties as are provided in Section 5.7 and as may be directed by the Board. In the absence of the Chairman, the President of the Corporation shall preside at the meeting of the Board of Directors.

**Section 3.8 Compensation.** The Board of Directors may provide for the compensation of directors for their services as such and for the payment or reimbursement of any or all expenses incurred by them in connection with such services.

## ARTICLE IV

### MEETINGS OF DIRECTORS

**Section 4.1 Regular Meetings.** Unless otherwise determined by the Board of Directors, a regular meeting of the Board of Directors shall be held immediately after, and at the same place

as, the annual meeting of shareholders. In addition, the Board of Directors may provide, by resolution, the time and place, within the State of California, for the holding of additional regular meetings.

**Section 4.2 Special Meetings.** Special Meetings of the Board of Directors may be called by or at the request of the Chairman of the Board of Directors, the President, or any director. Such a meeting shall be held within the State of California, as fixed by the person or persons calling the meeting, unless all the directors agree to a different location outside the State of California.

**Section 4.3 Notice of Meetings.** Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Board of Directors shall, at least five days before the meeting, give or cause to be given notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. Any duly convened regular or special meeting may be adjourned by the directors to a later time without further notice.

**Section 4.4 Waiver of Notice.** Any director may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the director entitled to the notice and delivered to the corporation for inclusion in the minutes or filing with the corporate records. A director's attendance at or participation in a meeting waives any required notice of such meeting unless the director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**Section 4.5 Quorum.** Unless the articles of incorporation or these Bylaws provide otherwise, a majority of the number of directors fixed by or pursuant to these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, or if no number is so fixed, a majority of directors in office immediately before the meeting begins shall constitute a quorum.

**Section 4.6 Manner of Acting.** Except as otherwise provided in the articles of incorporation or these Bylaws, including Section 4.9, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 4.7 Presumption of Assent.** A director who is present at a meeting of the Board of Directors or of a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (a) he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or to transacting business at the meeting, or (b) his dissent or abstention from the action taken is entered in the minutes of the meeting, or (c) he files written notice of his dissent or abstention with the presiding officer of the meeting before its adjournment or with the corporation immediately after the adjournment of the meeting. Such right of dissent or abstention is not available to a director who votes in favor of the action taken.

**Section 4.8 Action Without Meeting.** Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents signed by each

director before or after such action, describing the action taken, and included in the minutes or filed with the corporate records.

**Section 4.9 Committees of the Board.** The Board of Directors may create an Executive Committee and other committees of the Board and appoint members of the Board of Directors to serve on them. The creation of a committee of the Board and appointment of members to it must be approved by the unanimous vote of the number of directors then fixed in accordance with these Bylaws. Each committee of the Board must have two or more members and, to the extent authorized by law and specified by the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the corporation. Each committee member serves at the pleasure of the Board of Directors. The provisions in these Bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors apply to committees of the Board established under this section. Provided, however, that a committee may not (i) authorize distributions; (ii) approve, or propose to shareholders, action that is required by law to be approved by shareholders; (iii) fill vacancies on the Board of Directors or on any of its committees; (iv) amend the articles of incorporation; (v) adopt, amend or repeal bylaws; (vi) approve a plan of merger; (vii) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; (viii) authorize or approve the issuance or sale or contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except within limits specifically prescribed by the Board of Directors, or (ix) take any other action not permitted by law to be taken by a committee of the Board of Directors.

## ARTICLE V

### OFFICERS

**Section 5.1 Officers.** The officers of the corporation shall consist of such officers as shall be determined from time to time by or under the authority of the Board of Directors. Such officers may (but are not required to) include a President, a Secretary, a Treasurer, one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. To the extent a person is appointed from time to time to an office listed in the preceding sentence, he or she shall have the authority and duties provided in the section of this Article V applicable to such office, except as the Board of the Directors may otherwise determine. The same person may hold any two or more offices, but no officer may act in more than one capacity where action of two or more officers is required.

**Section 5.2 Appointment and Term.** The officers of the corporation shall be appointed by the Board of Directors or by a duly appointed officer authorized by the Board of Directors to appoint one or more officers or assistant officers. Each officer shall hold office until his death, resignation, retirement, removal, disqualification or his successor shall have been appointed. The appointment of an officer does not itself create contract rights.

**Section 5.3 Compensation of Officers.** The compensation of all officers of the corporation shall be fixed by or under the authority of the Board of Directors, and no officer shall serve the corporation in any other capacity and receive compensation therefor unless such additional compensation shall be duly authorized.

**Section 5.4 Removal.** Any officer may be removed by the Board at any time with or without cause; but such removal shall not itself affect the officer's contract rights, if any, with the corporation.

**Section 5.5 Resignation.** An officer may resign at any time by communicating his resignation to the corporation, orally or in writing. A resignation is effective when communicated unless it specifies in writing a later effective date. If a resignation is made effective at a later date that is accepted by the corporation, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

**Section 5.6 Bonds.** The Board of Directors may by resolution require any officer, agent, or employee of the corporation to give bond to the corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

**Section 5.7 President.** The President shall be the chief executive officer of the corporation. The President shall sign, with the Secretary or an Assistant Secretary, (i) any certificates for shares of the corporation, (ii) entries in the Stock Transfer Book, and (iii) any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed. The President shall perform such other duties as may be prescribed by the Board of Directors from time to time.

**Section 5.8 Vice-Presidents.** To the extent so authorized by the Board of Directors, in the absence of the President or in the event of his death, inability or refusal to act, the Vice Presidents in the order of their length of service as such (except as otherwise determined by the Board of Directors) shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties as from time to time may be prescribed by the Board of Directors or the President.

**Section 5.9 Secretary.** The Secretary shall: (a) keep the minutes of the meetings of shareholders, of the Board of Directors and of all committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) maintain and authenticate the records of the corporation and be custodian of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) sign with the President certificates for shares of the corporation, the issuance of which has been authorized



by the Board of Directors; (e) maintain and have general charge of the stock transfer books of the corporation; (f) prepare or cause to be prepared shareholder lists prior to each meeting of shareholders as required by law; (g) attest the signature or certify the incumbency or signature of any officer of the corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as from time to time may be prescribed by the Board of Directors or the President.

**Section 5.10 Assistant Secretaries.** In the absence of the Secretary or in the event of his death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless otherwise determined by the Board of Directors or President, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. They shall perform such other duties as from time to time may be prescribed by the Board of Directors or President. Any Assistant Secretary may sign, with the President, certificates for shares of the corporation, the issuance of which has been authorized by the Board of Directors.

**Section 5.11 Treasurer.** A Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such depositories as shall be selected in accordance with the provisions of Section 6.4 of these Bylaws; (b) maintain appropriate accounting records as required by law; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be prescribed by the Board of Directors or the President.

**Section 5.12 Assistant Treasurers.** In the absence of a Treasurer or in the event of his death, inability or refusal to act, any Assistant Treasurers in the order of their length of service as such, unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. They shall perform such other duties as may be prescribed by the Board of Directors or the President.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

**Section 6.1 Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

**Section 6.2 Loans.** No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

**Section 6.3 Checks and Drafts.** All checks, drafts or other orders for the payment of money, issued in the name of the corporation, shall be signed by such officer or officers, agent or agents

of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

**Section 6.4 Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as may be selected by or under the authority of the Board of Directors.

**Section 6.5 Contingent Liabilities.** Before taking an action that would expose the corporation to any contingent liabilities, the officer responsible for the action must first consult with and gain approval of the action from the Board of Directors or the President.

## ARTICLE VII

### SHARES AND THEIR TRANSFER

**Section 7.1 Certificates for Shares.** The Board of Directors may authorize the issuance of some or all of the shares of any or all of its classes or series without certificates. The written information statement required by the California Business Corporation Act shall be provided to the shareholder in connection with the issuance or transfer of any such shares without certificates.

If shares are represented by certificates, the certificates shall be in such form as required by law and as determined by the Board of Directors. Certificates shall be signed manually by the President and by the Secretary or an Assistant Secretary, and their signatures thereon shall be acknowledged before a notary public. All certificates for shares shall be consecutively numbered or otherwise identified and entered into the stock transfer books of the corporation.

If shares are represented by certificates, the corporation shall issue and deliver to each shareholder to whom such shares have been issued or transferred certificates representing the shares owned by him. If shares are not represented by certificates, then within a reasonable time after the issuance or transfer of such shares, the corporation shall send the shareholder to whom such shares have been issued or transferred a written statement of the information required by law to be on certificates.

**Section 7.2 Stock Transfer Books.** The corporation shall keep a set of books in triplicate originals, to be known as the Stock Transfer Books of the corporation, containing the name of each shareholder of record, together with such shareholder's address and the number and class or series of shares held. All entries in the Stock Transfer Books must be made by the Secretary or Assistant Secretary and countersigned by the President. Transfers of shares of the corporation shall be made only on the Stock Transfer Books of the corporation by the holder of record thereof or by its legal representative, who shall furnish proper evidence of authority to transfer, or by its attorney authorized to effect such transfer by power of attorney duly executed and filed with the Secretary, and on surrender for cancellation of the certificate (if any) for such shares. The Stock Transfer Books shall be *prima facie* evidence as to the identity of all shareholders entitled to examine such records or transfer books, or to vote at any shareholders' meeting.

DOCUMENT 00 61 13.13

**PERFORMANCE BOND**  
**(100% of Contract Price)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Claremont Middle School Phase 1 Field, Project No. 15127

("Project" or "Contract") which Contract dated May 8, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Six Hundred Thirty Five Thousand Nine Hundred Fifty Seven and 95/100ths

Dollars (\$635,957.95), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Claremont Middle School  
Phase I Field  
Project No. 15127  
February 11, 2019

**PERFORMANCE BOND**  
**DOCUMENT 00 61 13.13-1**

and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of April, 2019.

Redgwick Construction Co.

Principal

By

**Bob Rahebi**  
President

The Ohio Casualty Insurance Company

Surety

By K. Zerounian, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery St., San Francisco, CA 94111

Address of California Agent of Surety

415.391.1500

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Claremont Middle School  
Phase I Field  
Project No. 15127  
February 11, 2019

**PERFORMANCE BOND**  
**DOCUMENT 00 61 13.13-2**

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On April 15, 2019 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8189325

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Susan Hecker; M. Moody; Janet C. Rojo; R.A Bass; Virginia L. Black; Maureen O'Connell; Kevin Re; Betty L. Tolentino; Robert Wrixon; K. Zerounian

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of August, 2018.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of August, 2018, before me personally appeared David M Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2019.



By: Renee C. Lowethly  
Renee C. Lowethly, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

No. 5133-4

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

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

**The Ohio Casualty Insurance Company**

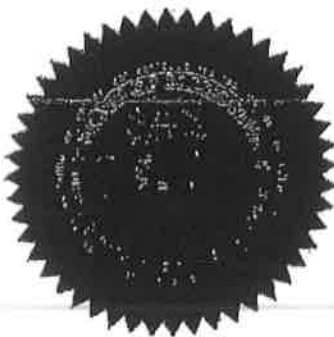
*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Automobile and Miscellaneous**

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

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

IN WITNESS WHEREOF, *effective as of the 19<sup>th</sup> day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19<sup>th</sup> day of March, 2013.*



Dave Jones  
Insurance Commissioner

*Valerie J. Sarfaty*

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**

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



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

**Financial Statements PDF's**

- Annual Statements
- Quarterly Statements

**Company Complaint**

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

**Additional Info**

- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OHIO CASUALTY INSURANCE COMPANY (THE)**

**175 BERKELEY STREET  
BOSTON, MA 02116**

**Old Company Names**

**Effective Date**

**Agent For Service**

**KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833**

**Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized In California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- WORKERS' COMPENSATION



DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Claremont Middle School Phase 1 Field, Project No. 15127

("Project" or "Contract") which Contract dated May 8, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Six Hundred Thirty Five Thousand Nine Hundred Fifty Seven and 95/100ths Dollars (\$635,957.95\*\*\*\*\*), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Claremont Middle School  
Phase I Field  
Project No. 15127  
February 11, 2019

**PAYMENT BOND**  
**DOCUMENT 00 61 13.16-1**

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of April, 2019.

Redgwick Construction Co.

Principal

x

By

**Bob Rahebi**  
President

The Ohio Casualty Insurance Company

Surety

By K. Zerounian, Attorney-in-Fact  
Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery St., San Francisco, CA 94111

Address of California Agent of Surety

415.391.1500

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Claremont Middle School  
Phase I Field  
Project No. 15127  
February 11, 2019

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

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On April 15, 2019 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8189326

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Susan Hecker; M. Moody; Janet C. Rojo; R.A Bass; Virginia L. Black; Maureen O'Connell; Kevin Re; Betty L. Tolentino; Robert Wrixon; K. Zerounian

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of August, 2018



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2019



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

No. 5133-4

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

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

**The Ohio Casualty Insurance Company**

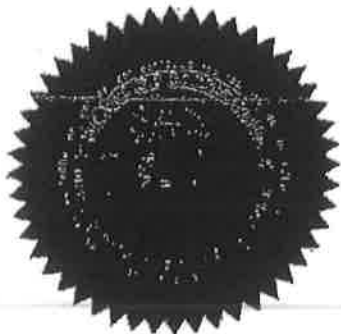
*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Automobile and Miscellaneous**

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

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

IN WITNESS WHEREOF, effective as of the 19<sup>th</sup> day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19<sup>th</sup> day of March, 2013.



Dave Jones  
Insurance Commissioner

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**

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



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OHIO CASUALTY INSURANCE COMPANY (THE)**  
**175 BERKELEY STREET**  
**BOSTON, MA 02116**

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
 2710 GATEWAY OAKS DRIVE  
 SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized In California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- WORKERS' COMPENSATION



## CLAREMONT MIDDLE SCHOOL PHASE I FIELD

### SCOPE OF WORK

General Contractor services for the installation of a new construction synthetic turf field on an existing asphalt playground. Installation of new synthetic turf play field includes:

Artificial turf and underlayment, sub-drainage system and modifications to storm drainage system; asphalt reconfiguring and restriping; landscaping and site equipment



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2019

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

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

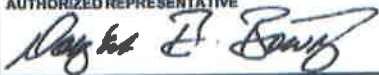
<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Broker of California, Inc.,   LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	<b>CONTACT NAME:</b> Certificate Department																						
	<b>PHONE</b> (A/C No. Ext): 415-391-1500	<b>FAX</b> (A/C, No): 415-391-1882																					
<b>E-MAIL ADDRESS:</b> CERTREQUESTS@AJG.COM																							
<b>INSURED</b> REDGCON-02 Redgwick Construction Co. 21 Hegenberger Court Oakland CA 94621		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B :</td> <td>Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company of CT	25682	INSURER B :	Indian Harbor Insurance Company	36940	INSURER C :	Travelers Property Casualty Co of America	25674	INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																							
INSURER F :																							

**COVERAGES**      **CERTIFICATE NUMBER: 1724305865**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	DT22-CO-366K4685-TCT-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	DT-810-1L612615-TIL-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil Deduct \$ 1,000 / \$1,000
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0J403828-18-26	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution	N		PEC004608204	12/31/2018	12/31/2019	Occur/Agg 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Project # 15127  
RE: Claremont Middle School Phase I Field

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1000 Broadway, Suite 150 Oakland CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 





Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Claremont Playfield

Site 210

Basic Directions

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

Attachment Checklist

- Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Table with contractor details: Contractor Name (Redgwick Construction), Agency's Contact, OUSD Vendor ID # (003557), Vendor Title, Address (21 Hegenberger Ct, Oakland, CA 94621), Telephone (5107921727), Policy Expires.

Contractor History: Previously been an OUSD contractor? [ ] Yes [ ] No; Worked as an OUSD employee? [ ] Yes [ ] No
OUSD Project # 16126

Term

Date Work Will Begin 5/9/2019 Date Work Will End By (not more than 5 years from start date) 8/9/2019

Compensation

Table with compensation details: Total Contract Amount, Total Contract Not To Exceed (\$635,957.95), Pay Rate Per Hour (if Hourly), If Amendment, Changed Amount, Other Expenses, Requisition Number.

Budget Information

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

Table with budget information: Resource # (9450/9711), Funding Source (Fd21 Measure J), Org Key (210-9450-0-9711-8500-6271-201-9180-9905-9999-99999), Object (6271), Amount (\$635,957.95).

Approval and Routing (in order of approval steps)

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

Division Head Phone 510-535-7038 Fax 510-535-7082

- 1. Director, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved 4/16/19
2. General Counsel, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved 4/16/19
3. Deputy Chief, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved 4/16/19
4. Senior Business Officer, Board of Education. Signature [Blank], Date Approved [Blank]
5. President, Board of Education. Signature [Blank], Date Approved [Blank]