

Board Office Use: Legislative File Info.	
File ID Number	22-2525
Introduction Date	11/30/2022
Enactment Number	22-2068
Enactment Date	11-30-2022 CJH



Memo

To Board of Education

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

Board Meeting Date November 30, 2022

Subject Change Order No. 1 Agreement Between Owner and Contractor CWS Construction Group, Inc.- Castlemont High School Field and Bleachers Replacement Project- Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **CWS Construction Group, Inc.**, Novato, California, for additional construction services which consists of PCO 01 - Cable extension for outdoor antenna, PCO 02 - Site security, PCO 03 - Domestic water line upgrades, PCO 04 - Replacement of floor drains and strainers, PCO 05 - Upsize of all existing urinal waste lines, PCO 06 - Replacement of existing toilet closet flanges, PCO 07 - remove and replace two existing trees, PCO 09 - Purchase of Scoreboard only, for the **Castlemont High School Field and Bleachers Replacement Project**, in the amount of **\$245,085.71**, increasing the contract price from **\$8,374,500.00** to **\$8,619,585.71**, pursuant the Change Order.

Discussion This Change Order is for Castlemont High School Field and Bleachers Replacement Project.

LBP (Local Business Participation Percentage) 64.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **CWS Construction Group, Inc.**, Novato, California, for additional construction services which consists of PCO 01 - Cable extension for outdoor antenna, PCO 02 - Site security, PCO 03 - Domestic water line upgrades, PCO 04 - Replacement of floor drains and strainers, PCO 05 - Upsize of all existing urinal waste lines, PCO 06 - Replacement of existing toilet closet flanges, PCO 07 - remove and replace two existing trees, PCO 09 - Purchase of Scoreboard only, for the **Castlemont High School Field and Bleachers Replacement Project**, in the amount of **\$245,085.71**, increasing the contract price from **\$8,374,500.00** to **\$8,619,585.71**, pursuant the Change Order.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Change Order No. 1, and Other Documents
- Routing Form
- File ID 22-1518

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER NO. 01

Design-Bid-Build Contract

PROJECT: Field & Bleachers Replacement Project
Castlemont High School

DATE: OCTOBER 18, 2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP, INC.
1301 Grant Avenue, Suite B
Novato, CA 94945

DSA FILE NO.: 1-H8
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs): **PCO #1:** Per district request, the WAP devices will be located in the press box and the antennas will extend to the outside. **PCO #2:** Due to an assault on a staff member. It was requested that the General Contractor procure security detail. **PCO#3:** Due to existing condition (Galvanized waterlines) it was recommended by the contractor and approved by the design team to replace the existing lines with copper piping. **PCO #4:** Drain hardware for the existing floor drain has been discontinued. In order to replace the strainer, as designed, new floor drains are required at the existing Restrooms. **PCO #5:** The existing urinal waste line in the North bathroom does not meet code size. Cost is to bring the plumbing up to code. **PCO #6:** The existing closet flanges are in unusable condition and need to be replaced for new fixtures. **PCO #7:** The trees that are required to stay are dormant and not accepting water. After a site visit and via the recommendation of the Architect, the cost is to remove and replace the trees. **PCO #9:** Per OUSD request, the contractor procured a new scoreboard for the Field and Bleacher Project. This cost is associated with the scoreboard product only and no labor in an effort to minimize lead time.

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$ 245,085.71

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 00 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$ 8,374,500.00
Total of Prior Change Orders' Adjustments:	+ \$ 00.00
Total Contract Price Prior to this Change Order:	= \$ 8,374,500.00
This Change Order's Adjustment:	+ \$ 245,085.71
New Contract Price (including all allowances):	= \$ 8,619,585.71

OAKLAND UNIFIED SCHOOL DISTRICT

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

Current Change Order's Percentage of Original Contract Price: 2.93%
Total Change Orders' Percentage of Original Contract Price: 2.93%

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

SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time: 200 Calendar Days
Time extensions granted in prior change orders: + 00 Calendar Days
Time extension granted in this change order: + 00 Calendar Days
Adjusted Contract Time: = 200 Calendar Days

Start date per Notice to Proceed: July 20, 2022
Completion Deadline Based on Adjusted Contract Time: February 4, 2023

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.

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

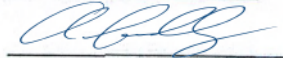
**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management 2955 High Street Oakland, California 94601 2 Phone 510/535-2728 2 Fax 510/535-7040

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

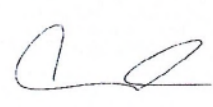
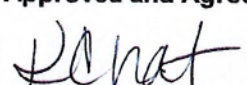
Approved as to Form:



OUSD Facilities Counsel

11/3/22

Date

Approved: Architect of Record  murakami/Nelson Architectural Corp. Date: 11/03/2022	Approved and Agreed: General Contractor  CWS Construction group Inc Date: 11/3/22	Approved and Agreed:  Director of Facilities Date: 11/3/2022  Deputy Chief of Facilities Date: 11/3/2022
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OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 001 (Rev02)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/12/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Cable extension to support out door antenna; District requested exterior WAP devices be mounted on interior the press box/conduit to exterior to mount antennas on the exterior dated 08/04/2022.

OTHER PROPOSED CHANGES TO THE CONTRACT:
None

owner Requested Change - (K)

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$2,472.84

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 12, 2022, and entitled COR 001, and requesting \$2,472.84 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management 955 High Street Oakland, California 94601 Phone 510/879-8385 Fax 510/879-1860

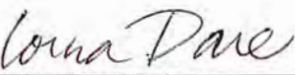
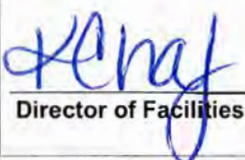
supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 3, 2022, at Oakland, California.


CWS Construction Group Inc [signature]
[name of declarant/contractor]

Initiated By:  Lorna Dore 10/11/2022 Architect of Record Date	Reviewed By:  Project Manager Date	Acknowledged By: CWS Construction group Inc 10/10/22 Contractor Date
OUSD APPROVAL:  Director of Facilities 10/20/22 Date	OUSD Approval:  Deputy Chief 10/20/22 Date	

CWS CONSTRUCTION GROUP INC

1301 Grant Ave, Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

Change Order Request

TO: Oakland Unified School District
955 High street
Oakland, CA 94601

COR 001 (Rev02)

DATE: October 12th, 2022

PROJECT: Castelmont HS Fields & Bleachers

JOB # CWS # 290

ATTN: Mike Torres

We submit for your approval the following cost estimate of changes in work as follows:

Cable extension to support Outdoor Antenna

This change was requested by: Submittal #003 Meraki Wirelss access points district review

ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
1 NetXperts outdoor rated cable extension				\$2,320.29	\$2,320.29
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		\$0.00	\$0.00	\$2,320.29	\$2,320.29
MARK-UP ON LABOR	15 %				\$0.00
MARK-UP ON MATERIAL & EQUIP.	15 %				\$0.00
MARK-UP ON SUBCONTRACTORS	5 %				\$116.01
ADDITIONAL INS BOND PREMIUM @	1.5 %				\$36.54
					\$2,472.84
TOTAL AMOUNT FOR CHANGE PROPOSAL					\$ 2,472.84
TIME EXTENSION REQUIRED FOR THIS CHANGE					Deferred
					(WORKING DAYS)

"In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived "

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

☐ We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by in order to avoid additional time extension and/or expense.

APPROVED:

DATE:

CWS CONSTRUCTION

BY:

CHARLIE SLACK

Change Order Pricing

Company:

Company: CWS Construction Group
 Contact: Nima Mirehsan
 Address: 1301 Grant Ave, Ste B
 City, State Zip: Novato, CA 94945
 Telephone:
 Fax:

Project: Castlemont HS Field & Bleachers

PCO #: 1
 Date: 8/16/22
 Description: Cable Extension to Support Outdoor Antenna.

Drawing Number: **Description of Work:**

Item	Materials - itemized	Quan.	Unit	Unit Price	Extension
1	NetXPerts Outdoor Rated Cable Extension	1	LS	\$ 500.00	\$ 500.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Materials Subtotal: \$ 500.00

Item	Equipment - itemized by equipment				\$ -
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -

Rent of Equipment Subtotal: \$ -

Item	Labor - itemized description	Quan.	UOM	Unit Price	Extension
1	Journeyman Electrician	12		\$ 128.00	\$ 1,536.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -

Labor Subtotal: \$ 1,536.00

Summary:

Materials before tax Subtotal:	\$ 500.00
Sales Tax:	\$ 46.25
Rent of Equipment Subtotal:	\$ -
Labor Subtotal:	\$ 1,536.00
Materials, Rental Equipment, Labor Subtotal:	\$ 2,082.25
Overhead and Profit (Materials & Equipment) 10%	\$ 50.00
Overhead and Profit (Labor) 10%	\$ 153.60
Subcontractors Subtotal:	\$ 2,286.00

Item	SubTier Contractors	Quote
1		
2		\$ -
3		\$ -

Second Tier Subcontractor(s) Subtotal:	\$ -
Profit at 5.00%:	\$ -
Subtotal:	\$ -
Subcontractor + 2nd tier Subcontractor(s) Subtotal:	\$ 2,286.00
Bond & Insurance Premium 1.5%	\$ 34.29
<u>Total this Page:</u>	\$ 2,320.29

Proposal Grand Total: \$ 2,320.29

Submitted by: Chad Dillashaw



NetXperts Inc.
1777 Botelho Drive Suite 102
Walnut Creek, CA 94596
925-806-0800 Tel
925-806-0899 Fax

QUOTE

Quote # NETQ19700
Date 05/17/22
Sales Rep. ngretowski

*Quote will expire in 30 days

Quote To:

BECI ELECTRIC, INC.
Chad Dillashaw
8108 Capwell Dr.
Oakland
CA 94621

chad@becielectric.com

Ship To:

BECI ELECTRIC, INC.
Chad Dillashaw
8108 Capwell Dr.
Oakland
CA 94621

chad@becielectric.com

Qty	Part Number	Description	Unit Price	Ext. Price
Castlemont High School				
Juniper Switch				
1	EX4300-24P	24PORT WEB MNG 10/100/1000 PERP POE++ 715W AC ENET STACKABLE RJ45	\$4,096.70	\$4,096.70
1	CBL-PWR-C15MHITEMPUS	2.5M 13A/125V PWR CORD AC C15M CABL STRAIGHT NEMA N6-15 TO HIGH TEMP	\$83.08	\$83.08
1	CBL-EX-PWR-C13-US	US POWER CABLE CABLE	\$28.57	\$28.57
1	EX4300-24-EFL	ENHANCED FEATURE LICs FOR LICs 24PORT OF EX4300	\$776.92	\$776.92
1	SVC-ND-EX4300P24	JUN CARE NEXT DAY SUP SVCS EX4300-24P	\$249.49	\$249.49
1	JPSU-715-AC-AFO	715W AC PWR SUP FRONT TO BACK PWR AIRFLOW FOR EX4300	\$472.53	\$472.53
1	SRX-SFP-10GE-LR	SFP PLUGGABLE 10GB ENET LR CPNT OPTICS 1310NM F/ 10KM TRANSMISSION	\$2,195.60	\$2,195.60
1	EX-UM-4X4SFP	4PORT 10G SFP/1G SFP UPLINK CPNT MODULE FOR EX4300	\$1,022.86	\$1,022.86
1	EX-SFP-10GE-SR	SMALL M FACTOR PLUGGABLE 10GB PERP ENET SR OPTICS	\$807.03	\$807.03
SubTotal				\$9,732.76
Meraki Access Points				
2	MR86-HW	Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,999.67	\$3,999.34
2	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR	\$97.44	\$194.88
2	MA-ANT-25	Meraki Dual Band Patch Antenna	\$284.85	\$569.70
SubTotal				\$4,763.92
Materials				
1	Patch Panel	Leviton 24 port patch pannel	\$331.68	\$331.68

Qty	Part Number	Description	Unit Price	Ext. Price
2	Fiber Patch Cords	Multi-Mode Fiber patch cords	\$31.69	\$63.38
4	Copper Patch Cords	Copper Patch cords	\$7.81	\$31.24
SubTotal				\$426.30
Professional Services				
1	NPS	Installation and configuration/setup for the networking equipment.	\$3,800.00	\$3,800.00
1	NPS	Project Management to be the main point of contact and to oversee the installation process, documentation, and other customer needs.	\$1,200.00	\$1,200.00
SubTotal				\$5,000.00
SubTotal				\$19,923.00
Sales Tax				\$1,285.43
Shipping				\$100.00
Signature_____ Date _____				
Please indicate acceptance of terms by signing above.			Total	\$21,308.43

Terms & Conditions of this Proposal: All orders will be placed upon receipt of signed purchase order or a signed contract between NetXperts, Inc. and customer. Such purchase order or contract will be subject to any governing law. All hardware is warranted per manufacturer's published warranty only, unless an NetXperts Service Contract has been purchased. This order may be subject to sales tax, VAT, duty and freight charges even if not noted on this quote. Terms for Hardware, Software are Net 30. FOB Origin; Title passes at origin, and buyer has total responsibility over the goods while in shipment. NetXperts Inc. - Confidential and Proprietary



NetXperts Inc.
1777 Botelho Drive Suite 102
Walnut Creek, CA 94596
925-806-0800 Tel
925-806-0899 Fax

QUOTE

Quote # NETQ19700-01

Date 08/08/22

Sales Rep. ngretowski

*Quote will expire in 30 days

Quote To:

BECI ELECTRIC, INC.
Chad Dillashaw
8108 Capwell Dr.
Oakland
CA 94621

chad@becielectric.com

Ship To:

BECI ELECTRIC, INC.
Chad Dillashaw
8108 Capwell Dr.
Oakland
CA 94621

chad@becielectric.com

Qty	Part Number	Description	Unit Price	Ext. Price
Castlemont High School				
Refresh on 8.5.2022				
Pricing is valid for 30 days				
Juniper Switch				
1	EX4300-24P	24PORT WEB MNG 10/100/1000 PERP POE+ 715W AC ENET STACKABLE RJ45	\$4,142.22	\$4,142.22
1	CBL-PWR-C15MHITEMPUS	2.5M 13A/125V PWR CORD AC C15M CABL STRAIGHT NEMA N5-15 TO HIGH TEMP	\$84.00	\$84.00
1	CBL-EX-PWR-C13-US	US POWER CABLE CABLE	\$32.22	\$32.22
1	EX4300-24-EFL	ENHANCED FEATURE LICS FOR LICS 24PORT OF EX4300	\$785.56	\$785.56
1	SVC-ND-EX4300P24	JUN CARE NEXT DAY SUP SVCS EX4300-24P	\$278.07	\$278.07
1	JPSU-715-AC-AFO	715W AC PWR SUP FRONT TO BACK PWR AIRFLOW FOR EX4300	\$597.33	\$597.33
1	SRX-SFP-10GE-LR	SFF PLUGGABLE 10GB ENET LR CPNT OPTICS 1310NM F/ 10KM TRANSMISSION	\$2,331.11	\$2,331.11
1	EX-UM-4X4SFP	4PORT 10G SFP/1G SFP UPLINK CPNT MODULE FOR EX4300	\$1,293.33	\$1,293.33
1	EX-SFP-10GE-SR	SMALL M FACTOR PLUGGABLE 10GB PERP ENET SR OPTICS	\$881.33	\$881.33
SubTotal				\$10,425.17
Meraki Access Points				
2	MR86-HW	Meraki MR86 Wi-Fi 6 Outdoor AP	\$2,028.65	\$4,057.30
2	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR	\$97.44	\$194.88
2	MA-ANT-25	Meraki Dual Band Patch Antenna	\$288.97	\$577.94
SubTotal				\$4,830.12

Qty	Part Number	Description	Unit Price	Ext. Price
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Materials

1	Patch Panel	Leviton 24 port patch panel	\$331.69	\$331.69
2	Fiber Patch Cords	Multi-Mode Fiber patch cords	\$31.69	\$63.38
4	Copper Patch Cords	Copper Patch cords	\$7.31	\$29.24
1	Misc Cables	Antenna extension cables & miscellaneous materials	\$500.00	\$500.00
SubTotal				\$926.30

Professional Services

1	NPS	Installation and configuration/setup for the networking equipment.	\$4,800.00	\$4,800.00
1	NPS	Project Management to be the main point of contact and to oversee the installation process, documentation, and other customer needs.	\$1,200.00	\$1,200.00
SubTotal				\$6,000.00

SubTotal	\$22,181.69
Sales Tax	\$1,380.38
Shipping	\$100.00

Signature _____ Date _____

Please indicate acceptance of terms by signing above.

Total \$23,661.97

Terms & Conditions of this Proposal: All orders will be placed upon receipt of signed purchase order or a signed contract between NetXperts, Inc. and customer. Such purchase order or contract will be subject to any governing law. All hardware is warranted per manufacturer's published warranty only, unless an NetXperts Service Contract has been purchased. This order may be subject to: sales tax, VAT, duty and freight charges even if not noted on this quote. Terms for Hardware, Software are Net 30. Invoices exceeding 30 days will be assessed a 2% fee per month until paid. FOB Origin; Title passes at origin, and buyer has total responsibility over the goods while in shipment. NetXperts Inc. - Confidential and Proprietary

Submittal

Date Submitted: 07/11/22

Project: Castlemont High School Field & Bleachers
Contractor: CWS Construction Group Inc.

Submittal Name: Meraki Wireless Access Points

Spec' Section: 27 05 00

Submittal Description/Notes

Submittal #003, Meraki Wireless Access Points

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Required within: 15 days or by 07/26/22
<-- Schedule Activity ID (required if <15 days)

Submitted by: Nima Mirehsan

Received by: _____

Reviewed by: _____

Notes:

Verify with district if MR86 is acceptable to the MR84 specified.

7-15-22

Action: _____

OUSD DISTRICT IT COMMENTS: -MR86 is acceptable in lieu of the MR84.
-The Antenna provided is compatible with MR84, not MR86 (per cutsheet)
-District is requesting exterior WAP devices be mounted on interior the press box core/conduit to exterior to mount antenna's on the exterior. Please confirm if possible and resubmit antenna.

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115

COR#001 CABLE EXTENSION TO SUPPORT OUTDOOR ANTENNA

To: M. TORRES/CM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 11-Oct-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost Proposed by GC appears reasonable.

2 FIRST TIER SUBCONTRACTOR - NETEXPERTS

Manhours & unit prices appear reasonable.

For Change Orders as indicated in the Contract, Subcontractor's mark-ups (OH&P) for materials & equipment and labor not to exceed 10%. Sub is using 20% for materials & 25% for labor.

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 2,819.71
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ESTIMATED CONSTRUCTION COST FOR CCR#001	\$ 2,441.07
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COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 11-Oct-22

Description : **COR#001
CABLE EXTENSION TO SUPPORT OUTDOOR ANTENNA**

Reference Drawing: Cost Proposal dated 10/03/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

A) Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -		\$ -
4				
5				
6				
7 \$ -	+ \$ -	+ \$ -		= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ -
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$0
19				
20			Subtotal - Line 13 thru 19:	\$ -
21				
22			Sub-Subcontractor's Cost - NET EXPERTS	\$ 2,290.48
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ 114.52
28			SUBTOTAL	\$ 2,405.00
29	Bonds & Insurance Premium	1.50%		\$ 36.07
30				
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.			\$ 2,441.07

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 11-Oct-22

Decription : **COR#001
CABLE EXTENSION TO SUPPORT OUTDOOR ANTENNA**

Reference Drawing: Cost Proposal dated 10/03/2022
SUBCONTRACTOR: NET EXPERTS

A) Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 1,536.000	\$ 500.00	\$ -	\$ -	\$ 2,036
4				
5				
6				
7 \$ 1,536.00	+ \$ 500.00	+ \$ -	\$ -	= \$ 2,036
8				
9				
10				
11				
12				
13				
14				
15				
19				
20				
21				
22				
23				
24				
25				
26				

Expenses:

Material Sales Tax..... 9.25% of Total Material: \$ 46.25
Rental Sales Tax..... 10.25% of Total Rental: Incl.

Subtotal - Line 7 thru 12: \$ 2,082.25

General Contractor OH, B&IP, &P: 10.00% * Total Cost \$ 208.2
*(Overhead, Bond & Insurance Premiums & Profit)

Subtotal - Line 13 thru 19: \$ 2,290.48

Sub-Subcontractor's Cost - None \$ -
General Contractor OH&P on Sub Cost: 5.00% * \$ -

TOTAL PROBABLE CONSTRUCTION COST -NET EXPERTS \$ 2,290.48

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: 10/11/2022	
No.	COR#001				LABOR COST		MATERIAL COST		EQUIPT. COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		NET EXPERTS									
Project Description:		CABLE EXTENSION TO SUPPORT OUTDOOR ANTENNA									
1	SCOPE OF WORK:										
2	Install cable extension										
3											
4	MATERIALS										
	Per Net Experts price quotes										
5	#NETQ19700-01 - Antenna extension cable	1	LS	12.000	12.00			\$ 500.00	\$ 500.00		
6											
7											
8											
9											
10											
11											
12											
13											
14	LABOR:										
15	Electrician/JM	1.00	EA	12.00	12.00	\$ 128.00	\$ 1,536				
16											
17											
18											
19											
20											
21											
22	EQUIPMENT										
23	Not Used										\$ -
24											
25											
26											
27											
28											
29	SHEET TOTALS				12.00	\$ 128.00	\$1,536.00		\$ 500.00		\$ -

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 002 (Rev02)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/06/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: -

DSA APP NO.: 01-119319

CONTRACTOR: CWS CONSTRUCTION GROUP

OUSD PROJECT #: 17115

PROJECT MANAGER: AI Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Day shift security through the remainder of 2022.

Security detail at Castlemont HS during the day beginning at 7am to 4pm weekdays only.

OTHER PROPOSED CHANGES TO THE CONTRACT: Owner Requested Change
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$25,684.58

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 6, 2022, and entitled COR 002, and requesting \$25,684.58 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management 955 High Street Oakland, California 94601 Phone 510/879-8385 Fax 510/879-1860

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

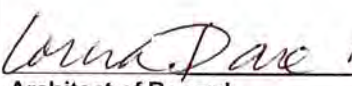
While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 6, 2022, at Oakland, California.

[signature]

CWS Construction Group Inc [name of declarant/contractor]

Initiated By:  Architect of Record Date 10/11/2022	Reviewed By:  Project Manager Date	Acknowledged By: CWS Construction group Inc Contractor Date 10/6/22
OUSD APPROVAL:  Director of Facilities Date 10/20/22	OUSD Approval:  Deputy Chief Date 10/20/22	

CWS CONSTRUCTION GROUP INC

1301 Grant Ave. Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

Change Order Request

TO: Oakland Unified School District
955 High street
Oakland, CA 94601

COR 002 (Rev02)

DATE: October 6th, 2022

PROJECT: Castelmont HS Fields & Bleachers

JOB # CWS # 290

ATTN: Mike Torres

We submit for your approval the following cost estimate of changes in work as follows:
Day Shift Security through the remainder of 2022

This change was requested by: RFI #033 "Galvanized Domestic Water Lines in Existing Restrooms" district review

ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
1 Day Shift Security @/ for 85 days				\$24,100.00	\$24,100.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		\$0.00	\$0.00	\$24,100.00	\$24,100.00
MARK-UP ON LABOR	15 %				\$0.00
				SUBTOTAL	\$24,100.00
MARK-UP ON MATERIAL & EQUIP.	15 %				\$0.00
				SUBTOTAL	\$24,100.00
MARK-UP ON SUBCONTRACTORS	5 %				\$1,205.00
				SUBTOTAL	\$25,305.00
ADDITIONAL INS BOND PREMIUM @	1.5 %				\$379.58
					\$25,684.58
TOTAL AMOUNT FOR CHANGE PROPOSAL					\$ 25,684.58
TIME EXTENSION REQUIRED FOR THIS CHANGE					Deferred
					(WORKING DAYS)

"In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived "

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

☐ We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by in order to avoid additional time extension and/or expense.

APPROVED:

CWS CONSTRUCTION

DATE:

BY:

CHARLIE SLACK

COR CWS Construction Cost Breakdown

LABOR

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	17.00	Weeks	Security. 9 Hrs/dav 1417.64/Week	\$1,417.64	24,100.00
2					0.00
3					0.00
4					
					0.00

MATERIALS

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1					

EQUIPMENT

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1		1.00			\$0.00
					\$0.00
2		1.00			\$0.00
					\$0.00
3		1.00		\$400.00	\$0.00
					\$0.00
					\$0.00



Property Security Services, Inc

Your Security Is Our Commitment!

Charlie,

As requested, the total lump sum for 85 days of service rendered to the district will be approximately, \$24,100.00

Let us know, if there's anything else we can do to be of service.

Respectfully,

Tia Weinstein

Property Security Services, Inc

(818) 800-4291 **Cell**

(818) 488-1032 **Phone**

(818) 479-0101 **Fax**

Tia@PropertySecurityInc.com **Email**

<http://www.PropertySecurityInc.com> **Web**

PPO License # 119841

10722 White Oak Ave Suite # 4; Granada Hills, CA 91344

Phone: (818) 488-1032 Fax: (818) 479-0101 Toll Free: (844) 488-1032 PPO License # 119841

Web: www.PropertySecurityInc.com Email: Info@PropertySecurityInc.com

From: [DAVID COLBERT](#)
To: [Mike Torres](#)
Cc: [KENYA CHATMAN](#); [Al Anderson](#); [Imelda Meza](#)
Subject: Re: [EXTERNAL] Project security
Date: Tuesday, September 6, 2022 2:08:31 PM
Attachments: [image001.jpg](#)

Thanks Mike.

On Tue, Sep 6, 2022 at 2:04 PM Mike Torres <mike.torres@sixthdimensionpm.com> wrote:

Kenya and David,

Thank you for meeting with Al, Imelda and myself today. After review of the proposals received, I have notified the Contractor of our desire to proceed with the Security consultant they have worked with in the past, Property Security Services, Inc.

Once I receive the revised change order, we will process accordingly.

Thank you again.

Best Regards,

Mike Torres, CMIT

Project Manager



1504 Franklin Street, LL-Suite 102

Oakland, CA 94612

P: (510) 637-9290

E: mike.torres@SixthDimensionPM.com

From: david.colbert2 <david.colbert2@ousd.org>
Sent: Tuesday, September 6, 2022 8:22 AM
To: Mike Torres <mike.torres@sixthdimensionpm.com>; KENYA CHATMAN <kenya.chatman@ousd.org>
Cc: Al Anderson <al.anderson@ousd.org>; Imelda Meza <imelda.meza@ousd.org>
Subject: Re: [EXTERNAL] Project security

Good morning Mike.

Both Kenya and I will be in the office at 10a. So whatever is convenient let's meet at 10a

Sent from my Galaxy

----- Original message -----

From: Mike Torres <mike.torres@sixthdimensionpm.com>
Date: 9/6/22 7:45 AM (GMT-08:00)
To: KENYA CHATMAN <kenya.chatman@ousd.org>
Cc: Al Anderson <al.anderson@ousd.org>, DAVID COLBERT <david.colbert2@ousd.org>, Imelda Meza <imelda.meza@ousd.org>
Subject: Re: [EXTERNAL] Project security

Good Morning All,

Imelda and I are available after 10am. Let us know if we are going to schedule a call or meet at the DO in person.

Best Regards,

Mike Torres

Project Manager, CMIT

Sixth Dimension

On Sep 2, 2022, at 5:04 PM, KENYA CHATMAN
<kenya.chatman@ousd.org> wrote:

Yes, lets schedule to review and discuss Tuesday.

Thanks and have a great weekend

Kenya

Ms. Kenya Chatman
Executive Director of Facilities

sent from mobile device

On Fri, Sep 2, 2022, 3:40 PM Al Anderson <al.anderson@ousd.org> wrote:

All, I'd like to do early next week.

Al

On Fri, Sep 2, 2022 at 2:52 PM Mike Torres
<mike.torres@sixthdimensionpm.com> wrote:

Al and Team,

I have worked with the GC at the Castlemont Project and he has received proposals from three security firms; Elite, Baines and Property Security Services (they have used them on past projects). ABC never responded to

them. Along with the Three proposals he went ahead and drafted a PCO with Baines, as he believes that was the best value (and did not include markup). Attached are the three proposals along with a quick review I did. All firms said hours can be worked out and basically gave an hourly rate. Please see attached documents and let me know if you have any questions and/or would like to schedule a call or get together at the DO early next week to discuss.

Best Regards,

Mike Torres, CMIT

Project Manager

1504 Franklin Street, LL-Suite 102

Oakland, CA 94612

P: (510) 637-9290

E: mike.torres@SixthDimensionPM.com

--

David Colbert

Acting Director of Facilities Planning and Management

Oakland Unified School District

Every Student Thrives!

www.OUSD.org

v) [510-535-7060](tel:510-535-7060)

f) [510-535-7061](tel:510-535-7061)

955 High Street

Oakland, CA 94601

David.Colbert2@ousd.org

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HIGH SCHOOL ATHLETIC FIELDS
PROJ # 17115

COR#001 DAY SHIFT SECURITY THROUGH THE REMAINDER OF 2022

To: M. TORRES/CM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 11-Oct-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP, INC.

No work performed by GC.

2 SUBCONTRACTOR - PROPERTY SECURITY SERVICES, INC.

Hourly rate appears comparable with on-going rates of other project.

3 GENERAL CONTRACTOR's COST PROPOSALS \$ 25,684.58

ESTIMATED CONSTRUCTION COST FOR COR#001 \$ 25,684.58

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HIGH SCHOOL ATHLETIC FIELDS
Oakland, CA**

Project Number: 17115
Date: 11-Oct-22

Decription : **COR#001
DAY SHIFT SECURITY THROUGH THE REMAINDER OF 2022**

Reference Drawing: Cost Proposal dated on 10/06/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP

Total SUBCONTRACTOR:PROPERTY		B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1				
2	SHEET 2 of 2			
3	\$ -	\$ -	\$ -	\$ -
4				
5				
6				
7	\$ -	+ \$ -	+ \$ -	= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	 of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	 of Total Rental:	Incl.
12				
13	Subtotal - Line 7 thru 12:			\$ -
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ -
19	*(Overhead, Bond & Insurance Premiums & Profit)			
20				
21	Subtotal - Line 13 thru 19:			\$ -
22				
23	Sub-Subcontractor's Cost - PROPERTY SECURITY SERVICES			\$ 24,100.00
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,205.00
28			SUBTOTAL	\$ 25,305.00
29	Bond & Insurance Premium	1.50%		\$ 379.58
30				
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CG			\$ 25,684.58

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
COR DAY SHIFT & CASTLEMONT HIGH SCHOOL ATHLETIC FIELDS
Oakland, CA

Project Number: 17115
 Date: 11-Oct-22

Decription : **COR#001**
DAY SHIFT SECURITY THROUGH THE REMAINDER OF 2022

Reference Drawing: Cost Proposal dated on 10/06/2022
 SUBCONTRACTOR: PROPERTY SECURITY SERVICES

Total	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$24,100.00	\$ -	\$ -		\$ 24,100
4				
5				
6				
7 \$ 24,100.00	+ \$ -	+ \$ -		= \$ 24,100
8				
9 Expenses:				
10 Material Sales Tax.....	10.25%	of Total Material:		Incl.
11 Rental Sales Tax.....	10.25%	of Total Rental:		Incl.
12				
13	Subtotal - Line 7 thru 12: \$			24,100
14				
15 General Contractor OH, B&IP, &P:	15.00% *	Total Cost		included
19 *(Overhead, Bond & Insurance Premiums & Profit)				
20				
21	Subtotal - Line 13 thru 19: \$			24,100.00
22				
23	Sub-Subcontractor's Cost - None			\$ -
24 General Contractor OH&P on Sub Cost:	0.00% *			\$ -
25				
26 TOTAL PROBABLE CONSTRUCTION COST -PROPERTY SECURITY SERVICES				\$ 24,100.00

Detailed Estimate

CASTLEMONT HIGH SCHOOL ATHLETIC FIELDS											
										Date: 10/11/2022	
No.	DESCRIPTION	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		EQUIPT. COST	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	COR#001										
SUBCONTRACTOR		PROPERTY SECURITY SERVICES									
Project Description:		DAY SHIFT SECURITY THROUGH THE REMAINDER OF 2022									
1	SCOPE OF WORK:										
2	Day shift security through the remainder of 2022 weekdays only	17	weeks								
3	Shift per day (7:00 am to 4 pm)	9	hrs per day								
4	Breakdown:										
5	LABOR:										
6	No of weeks	17	weeks								
7	No of days @ 5 days per week	85	days	-	0.00	\$ -	\$ -				
8	No of hours at 9 hours per day	85	days	9.00	765.00	\$ 31.50	\$ 24,100.00				
9											
10											
11	MATERIALS BREAKDOWN:										
12	Not Used	-		-	0.00	\$ -	0.00	\$ -	\$ -		
13											
14											
15	EQUIPMENT:										
16	Not Used	0.00	EA							\$ -	\$ -
17											
18	SHEET TOTALS				765.00	\$ 31.50	\$24,100.00	\$ -	\$ -		\$ -

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 003 (Rev02)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/04/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Upgrading the galvanized domestic water lines in the existing north and south restrooms to copper per approved RFI #033.

OTHER PROPOSED CHANGES TO THE CONTRACT:
None

*Owner Requested
change*

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$29,532.68

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 4, 2022, and entitled COR 003, and requesting \$29,532.68 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management 955 High Street Oakland, California 94601 Phone 510/879-8385 Fax 510/879-1860

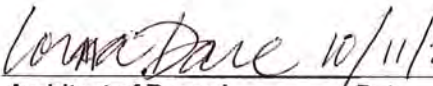
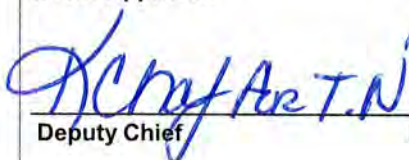
The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 4, 2022, at Oakland, California.


CWS Construction group Inc [signature]
[name of declarant/contractor]

Initiated By:  Architect of Record Date 10/11/2022	Reviewed By:  Project Manager Date	Acknowledged By: CWS Construction group Inc 10/4/22 Contractor Date
OUSD APPROVAL:  Director of Facilities Date 10/20/22	OUSD Approval:  Deputy Chief Date 10/24/22	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115

COR#003 RFI#033 - GALVANIZED DOMESTIC WATER LINES IN EXISTING RESTROOMS

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 26-Sep-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost Proposed by GC appears reasonable.

2 FIRST TIER SUBCONTRACTOR - CAL PACIFIC SYSTEMS

Manhours & unit prices appear reasonable.

Labor Rates used by OUSD Estimator based on Cal Pacific approved rates on other OUSD project.

Application of Sales Tax by Sub is duplicated. It's included in Ferguson quotes as well as in Cal Pacific Summary of Cost.

Duplication of sales tax
removed via Revision #2
-Mike T. 10/05/2022

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 32,986.23
---------------------------------------	--------------

ESTIMATED CONSTRUCTION COST FOR CCR#003	\$ 29,733.89
---	--------------

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Decription : **COR#003
RFI#033 - GALVANIZED DOMESTIC WATER LINES IN EXISTING RESTROOMS
DEMO & PATCH**

Reference Drawing: Cost Proposal dated 09/06/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Per General Conditions of CcB) Total Material 3 Laborers (12 manhours) from / Costs		C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 1,782.000	\$ 45.00	\$ -		\$ 1,827
4				
5				
6				
7 \$ 1,782.00	+ \$ 45.00	+ \$ -		= \$ 1,827
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12: \$	1,827
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$274
19				
20			Subtotal - Line 13 thru 19: \$	2,101.05
21				
22			Sub-Subcontractor's Cost - CAL PACIFIC SYSTEMS	\$ 25,898.49
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ 1,294.92
28			SUBTOTAL	\$ 29,294.47
29	Bonds & Insurance Premium	1.50%		\$ 439.42
30				
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.			\$ 29,733.89

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: #REF!	
No.	COR#003	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CWS CONSTRUCTION GROUP									
Project Description:		RFI#033 - GALVANIZED DOMESTIC WATER LINES IN EXISTING RESTROOMS									
1	SCOPE OF WORK:										
2	Demolition & Patching										
3											
4	MATERIALS										
5	Gypboard, Type X	2	EA	0.000	0.00			\$ 15.00	\$ 30.00		
6	Mud	2	Box	0.000	0.00			\$ 7.50	\$ 15.00		
7											
8											
9	LABOR:										
10	Carpenter JM - demo	1.00	EA	8.00	8.00	\$ 99.00	\$ 792				
11	Carpenter/JM - patch	1.00	EA	10.00	10.00	\$ 99.00	\$ 990				
12											
13											
14											
15	EQUIPMENT										
16	Not Used	0.00	EA	0.00						\$ -	\$ -
17											
18											
19											
20											
21											
22	SHEET TOTALS						\$1,782.00		\$ 45.00		\$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Decription : **COR#003
RF#033 - GALVANIZED DOMESTIC WATER LINES IN EXISTING RESTROOMS
INSTALL PIPING**

Reference Drawing: Cost Proposal dated 09/06/2022
SUBCONTRACTOR: CAL PACIFIC SYSTEMS

Per General Conditions of Contract		B) Total Material	C) Total Rental	TOTAL	
3 Laborers (12 manhours) from / Costs		Equipment Cost			
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 15,738.240	\$ 7,805.85	\$ -	\$ -	\$ 23,544
4					
5					
6					
7	\$ 15,738.24	+ \$ 7,805.85	+ \$ -	\$ -	= \$ 23,544
8					
9	Expenses:				
10	Material Sales Tax.....	10.25%	of Total Material:		Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:		Incl.
12					
13	Subtotal - Line 7 thru 12: \$				23,544
14					
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$	2,354
19	*(Overhead, Bond & Insurance Premiums & Profit)				
20					
21	Subtotal - Line 13 thru 19: \$				25,898.49
22					
23	Sub-Subcontractor's Cost - None				\$ -
24	General Contractor OH&P on Sub Cost:	5.00% *		\$	-
25					
26	TOTAL PROBABLE CONSTRUCTION COST -CAL PACIFIC SYSTEMS				\$ 25,898.49

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: 9/26/2022	
No.	COR#003				LABOR COST			MATERIAL COST		EQUIPT. COST	
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CAL PACIFIC SYSTEMS									
Project Description:		RFI#033 - GALVANIZED DOMESTIC WATER LINES IN EXISTING RESTROOMS									
1	SCOPE OF WORK:										
2	Excavate, Bedding & Backfill										
3											
4	MATERIALS										
5	PER Ferguson Quotes										
	W1202245997	1	LS	112.000	112.00			\$ 4,465.57	\$ 4,465.57		
6	Delivery & handling	1	LS					\$ -	Free		
7	Sales Tax (San Francisco)	9.375%						\$ 4,465.57	\$ 418.65		
8	Misc. supplies	4.48%						\$ 4,465.57	\$ 200.00		
9	SS Key Access Doors	6	EA					\$ 80.00	\$ 480.00		
10	1" Hammer Arrestor	2	EA					\$ 395.00	\$ 790.00		
11	3/4" Hammer Arrestor	4	EA					\$ 295.00	\$ 1,180.00		
12	Sales Tax (Oakland)	10.25%						\$ 2,650.00	\$ 271.63		
13											
14	LABOR:										
15	Plumber/FM, Reg	1.00	EA	56.00	56.00	\$ 147.31	\$ 8,249				
16	Plumber/JM, Reg	1.00	EA	56.00	56.00	\$ 133.73	\$ 7,489				
17					112.00						
18											
19											
20											
21											
22	EQUIPMENT										
23	Not Used										\$ -
24											
25											
26											
27											
28											
29	SHEET TOTALS						\$15,738.24		\$ 7,805.85		\$ -

CWS CONSTRUCTION GROUP INC

1301 Grant Ave. Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

Change Order Request

TO: Oakland Unified School District
955 High street
Oakland, CA 94601

COR 003 (Rev02)

DATE: October 4th, 2022

PROJECT: Castlemont HS Fields & Bleachers

JOB # CWS # 290

ATTN: Mike Torres

We submit for your approval the following cost estimate of changes in work as follows:

Domestic Water Lines

This change was requested by: RFI #033 "Galvanized Domestic Water Lines in Existing Restrooms" district review

ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
1 Replacing Domestic Water Lines with Copper				\$25,709.71	\$25,709.71
2 Extra wall Demolition to chase galvi		\$792.00			\$792.00
3 Additional patching		\$990.00	\$45.00		\$1,035.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		\$1,782.00	\$45.00	\$25,709.71	\$27,536.71
MARK-UP ON LABOR	15 %				\$267.30
				SUBTOTAL	\$27,804.01
MARK-UP ON MATERIAL & EQUIP.	15 %				\$6.75
				SUBTOTAL	\$27,810.76
MARK-UP ON SUBCONTRACTORS	5 %				\$1,285.48
				SUBTOTAL	\$29,096.24
ADDITIONAL INS BOND PREMIUM @	1.5 %				\$436.44
					\$29,532.68
TOTAL AMOUNT FOR CHANGE PROPOSAL					\$ 29,532.68
TIME EXTENSION REQUIRED FOR THIS CHANGE					Deferred
					(WORKING DAYS)

"In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived."

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

☐ We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by in order to avoid additional time extension and/or expense.

APPROVED:

CWS CONSTRUCTION

DATE:

BY:

CHARLIE SLACK

COR CWS Construction Cost Breakdown

LABOR

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	8.00	HRS	Additional demo	\$99.00	792.00
2	10.00	HRS	Additional patching	\$99.00	990.00
3					0.00
4					
					0.00

MATERIALS

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	2.00	Sheets	Type X Gyp	\$15.00	30.00
2	2.00	Box's	Mud	\$7.50	15.00

EQUIPMENT

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1		1.00			\$0.00
					\$0.00
2		1.00			\$0.00
					\$0.00
3		1.00		\$400.00	\$0.00
					\$0.00

**CAL PACIFIC SYSTEMS**3785 BAYSHORE BLVD., BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244**PROPOSED CHANGE ORDER**

PCO NO.

2R3to Charlie Slack
CWSPROJECT NAME Castlemont HS Field & Bleachers
CPS JOB NO. 22-125
DATE Monday, October 3, 2022FROM Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.comGENERAL CONTRACTOR CWS Construction Group Inc
REFERENCE NO. RFI 033
SUBJECT Domestic Water Lines**Work Description**

Per RFI 034 response. Existing (qty 4) North and South Plaza restrooms. Demo existing galvanized steel water lines and replace with copper. Additional Wall demolition required by others. 2 men approx 7 days including testing.

Description		Totals	Remarks
1 Foreman Labor*	= \$	8,249.36	
2 Journey Labor*	= \$	7,488.88	
3 Apprentice Labor*	= \$	-	
4 Detailer Labor*	= \$	-	
Labor Subtotal		\$ 15,738.24	* See Page 2 for detailed breakdown
5 Material Cost*	= \$	7,534.22	
6 Delivery Shipping	= \$	100.00	
7 Sales Tax	10.25% =		included in material quote
Material Subtotal		\$ 7,634.22	* See Page 2 for detailed breakdown
8 Operator Labor*	= \$	-	
9 Delivery Drop-Off/Pick-Up	=		
10 Haul Off	=		
11 Rental Equipment	=		
Other Direct Cost Subtotal		\$ -	* See Page 2 for detailed breakdown
12 CPS Subtotal	\$	23,372.46	
13 Overhead & Profit	10.00% =	2,337.25	
Cal Pacific Systems Total		\$ 25,709.71	
14 Subcontractor Subtotal			
15 Overhead	0.00% =	\$ -	
Subcontractor Total		\$ -	
GRAND TOTAL		\$ 25,709.71	Total Schedule Extensions TBD

Your signature constitutes your acceptance of this Proposal Change Order price(s) and your approval to proceed with the work associated with this Proposal Change Order. Cal Pacific Systems will not proceed without a signed proposal. Signature also constitutes that Proposal Change Order be paid in full within 30 days from completion of work.

CPS Authorized Signature

Print Name

Date

Approval Signature or Stamp

Print Name

Date

Labor Detailed Breakdown

	Labor Code	Time	Hourly Rate		Hours		Subtotal
1	Foreman	Regular	\$ 147.31	x	56	= \$	8,249.36
2		Overtime	\$ 197.95	x		= \$	-
3		Double	\$ 248.58	x		= \$	-
Foreman Total							\$ 8,249.36
4	Journeyman	Regular	\$ 133.73	x	56	= \$	7,488.88
5		Overtime	\$ 178.13	x		= \$	-
6		Double	\$ 222.16	x		= \$	-
Journeyman Total							\$ 7,488.88
7	Apprentice	Regular	\$ 120.58	x	0	= \$	-
8		Overtime	\$ 158.32	x		= \$	-
9		Double	\$ 195.78	x		= \$	-
Apprentice Total							\$ -
10	Detailer	Regular		x		= \$	-
11		Overtime		x		= \$	-
12		Double		x		= \$	-
Detailer Total							\$ -
13	Operator	Regular		x		= \$	-

Material Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -		1	See attached	\$ 4,884.22	\$ 4,884.22
2 -		1	Misc supplies (rags, testing supplies, flux, hardware)	\$ 200.000	\$ 200.00
3 -		6	SS Key access doors	\$ 80.000	\$ 480.00
4 -		2	1" Hammer arrestor	\$ 395.000	\$ 790.00
5 -		4	3/4 Hammer arrestor	\$ 295.000	\$ 1,180.00
6 -					\$ -
7 -					\$ -
8 -					\$ -
9 -					\$ -
10 -					\$ -
11 -					\$ -
12 -					\$ -
13 -					\$ -
14 -					\$ -
15 -					\$ -
16 -					\$ -
17 -					\$ -
18 -					\$ -
19 -					\$ -
20 -					\$ -
21 -					\$ -
22 -					\$ -
23 -					\$ -
24 -					\$ -
25 -					\$ -
Material Subtotal					\$ 7,534.22

Credit Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -					\$ -
2 -					\$ -
3 -					\$ -
4 -					\$ -
5 -					\$ -
Credit Subtotal					\$ -

Material Cost Grand Total \$ 7,534.22

SELECTED JOB

CAL PACIFIC PLUMBING SYSTEMS
CASTLEMONT HIGH SCHOOL FI
OAKLAND, CA 94605

SELECTED STORE

San Leandro
SAN LEANDRO, CA 94577-0000
1936 FAIRWAY DRIVE

ITEMS IN YOUR CART

#	Image	Product Code	Description	QTY	Net Price	Total Price
1		H10218	HoldRite® 3/4 x 19-1/2 x 1-3/4 in. 25 lb. Copper Steel Tubing Bracket	20	\$3.444	\$68.88
2		PF34253	PROFLO® 1/2 x 11/16 x 13/16 in. CTS Polypropylene 2 Hole Pipe Clamp	15	\$0.282	\$4.23
3		PF34250	PROFLO® 1/2 in. Polypropylene Suspension Pipe Clamp	15	\$0.328	\$4.92
4		PF34251	PROFLO® PF34250 Series 3/4 in. Polypropylene Suspension Pipe Clamp	15	\$0.354	\$5.31
5		PF34261	PROFLO® PF34250 Series 1-1/2 in. Polypropylene Suspension Pipe Clamp	20	\$1.391	\$27.82
6		PF34262	PROFLO® 2 in. Polypropylene Suspension Pipe Clamp	8	\$1.784	\$14.27
7		E56761	BASF Silvacbrite® 1 lb. Alloy Solder	6	\$50.26	\$301.56
8		BTR	Airgas Acetylene	2	\$17.636	\$35.27
9		HSB3	HoldRite® 10-1/4 - 17-1/2 in. Galvanized Steel Telescoping Stout Bracket	50	\$3.06	\$153.00
10		CCFDE9LFD	1/2 in. Sweat x FNPT Drop Ear Domestic Bronze 90 Degree Elbow	8	\$10.895	\$87.16
11		CCAPD	1/2 in. Sweat Wrot Copper Cap	8	\$0.797	\$6.38
12		CCAPF	3/4 in. Sweat Wrot Copper Cap	10	\$1.478	\$14.78
13		CCAPG	1 in. Sweat Wrot Copper Cap	12	\$3.501	\$42.01
14		CCAPJ	1-1/2 in. Sweat Wrot Copper Cap	4	\$6.774	\$27.10
15		CS4D	1/2 in. Fitting x Sweat Street Domestic Wrot Copper 45 Degree Elbow	8	\$2.40	\$19.20
16		CS4F	3/4 in. Fitting x Sweat Street Domestic Wrot Copper 45 Degree Elbow	10	\$3.459	\$34.59
17		C4D	1/2 in. Sweat Domestic Wrot Copper 45 Degree Elbow	8	\$1.991	\$15.93

#	Image	Product Code	Description	QTY	Net Price	Total Price
18		C4F	3/4 in. Sweat Domestic Wrot Copper 45 Degree Elbow	10	\$3.383	\$33.83
19		CS9D	1/2 in. Fitting x Sweat Street Domestic Wrot Copper 90 Degree Elbow	8	\$1.683	\$13.46
20		CS9F	3/4 in. Fitting x Sweat Street Domestic Wrot Copper 90 Degree Elbow	10	\$3.559	\$35.59
21		C9D	1/2 in. Sweat Domestic Wrot Copper 90 Degree Elbow	15	\$1.105	\$16.58
22		C9F	3/4 in. Sweat Domestic Wrot Copper 90 Degree Elbow	20	\$2.439	\$48.78
23		C9G	1 in. Sweat Domestic Wrot Copper 90 Degree Elbow	12	\$6.052	\$72.62
24		C9K	2 in. Sweat Domestic Wrot Copper 90 Degree Elbow	4	\$25.464	\$101.86
25		CFAK	2 in. Sweat x FNPT Wrot Copper Adapter	2	\$35.292	\$70.58
26		GBRNU	2 x 6 in. MNPT Global Brass Nipple	2	\$34.622	\$69.24
27		IBRLFCK	2 in. FNPT 125# Schedule 40 Standard Global Brass Coupling	2	\$19.398	\$38.80
28		CTKJK	2 x 1-1/2 x 2 in. Wrot Copper Reducing Tee	4	\$58.565	\$234.26
29		CTFFD	3/4 x 3/4 x 1/2 in. Sweat Wrot Copper Reducing Tee	4	\$4.313	\$17.25
30		CTJJD	1-1/2 x 1-1/2 x 1/2 in. Sweat Wrot Copper Reducing Tee	6	\$21.48	\$128.88
31		CTJFF	1-1/2 x 1-1/2 x 3/4 in. Sweat Wrot Copper Reducing Tee	8	\$21.48	\$171.84
32		CTJJG	1-1/2 x 1-1/2 x 1 in. Sweat Wrot Copper Reducing Tee	4	\$21.48	\$85.92
33		CTKKD	2 x 2 x 1/2 in. Sweat Wrot Copper Reducing Tee	2	\$33.98	\$67.96
34		CTKKG	2 x 2 x 1 in. Sweat Wrot Copper Reducing Tee	8	\$35.026	\$280.21
35		NT68580LFK	NIBCO T-685-80-LF 2 in. DZR Silicon Bronze Full Port NPT 600# Ball Valve	2	\$217.124	\$434.25
36		LHARDD20	1/2 in. x 20 ft. Type L Hard Copper Tube	40	\$2.40285	\$96.11
37		LHARDF20	3/4 in. x 20 ft. Type L Hard Copper Tube	40	\$3.9176	\$156.70
38		LHARDG20	1 in. x 20 ft. Type L Hard Copper Tube	40	\$5.5859	\$223.44
39		LHARDJ20	1-1/2 in. x 20 ft. Type L Hard Copper Tube	60	\$9.6861	\$581.17
40		LHARDK20	2 in. x 20 ft. Type L Hard Copper Tube	40	\$15.5957	\$623.83

Subtotal:	\$4,465.57
Shipping:	FREE
Estimated Tax:	\$418.65
Total:	\$4,884.22

For help or to place your order, please call us at

1-888-222-1785

www.ferguson.com

LEAD LAW WARNING: In accordance with the US Federal or other States laws It is illegal to install products that are not "lead free" certified in potable water systems anticipated for human consumption. Refer to your local plumbing inspector or manufacturer for more details.



Jay R. Smith 5000 Series 1 in. Stainless Steel MNPT Water Hammer Arrestor

S5010

ITEM #: 29493

QTY 2

[Remove](#)

\$792.00
\$396.00 EACH

Have it shipped: Available for immediate shipment

Pick it up: **2** Available for pick-up in San Francisco, CA

[Copy to My Lists](#) | [Save for Later](#) | [Check Availability](#)



Zurn ShokTrol 3/4 in. Stainless Steel MIPS Water Hammer Arrestor

ZZ1700100

ITEM #: 68773

QTY 4

[Remove](#)

\$1,175.28
\$293.82 EACH

Request for Information

Date Submitted: 08/22/22

Project: Castlemont High School Field & Bleachers

Contractor: CWS Construction Group Inc.

Subject: Galvanized Domestic Water Lines in Existing Restrooms

Contractor's Question

Domestic water lines in the existing north and south plaza restrooms are galvanized steel. Since walls are currently open this is a opportune time to upgrade to copper. Additional walls may need to be opened. Cost proposal can be provided if this suggestion is accepted.

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Contractor's Suggestion

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Estimated Cost of Suggestion	<u>\$0.00</u>
Estimated Time for Suggestion	<u>0 days</u>

Architect's Response

Per the Contract General Conditions, the Contractor shall not proceed with additive or deductive Work which has change order implications as a result of this RFI without prior written approval from the Governing Board.



CAL PACIFIC SYSTEMS

50 CYPRESS LANE, BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244

REQUEST FOR INFORMATION

RFI NO. 003

TO CWS

RETURN TO Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.com
415.252.8600

PROJECT	Castlemont HS Field & Bleachers
CPS JOB NO.	22-125
CLIENT	
DATE ISSUED	Monday, August 22, 2022
REFERENCE NO.	
SPEC SECTION	
DRAWING NO.	
ATTACHMENTS	
SCHEDULE IMPACT	
COST IMPACT	

INFORMATION REQUESTED

SUBJECT

Domestic water lines in the existing north and south plaza restrooms are galvanized steel. Since walls are currently open this is a opportune time to upgrade to copper. Additional walls may need to be opened. Cost proposal can be provided if this suggestion is accepted.

SIGNED _____

RESPONSE & DIRECTION

Please provide direction on all pertinent methods, information, specifications, materials, drawings, and/or sketches that are not covered by contract documents to proceed with work.

H&M takes no exception to the upgrading of the galvanized steel domestic water piping to copper domestic water piping. The final approval of the increase in budget will be up to the District.

REPLY

Stephen Wafer at 5:23:14 PM, 08/24/2022

SIGNED _____

DATE _____

Galvanized Domestic Water Pipes



OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 004 (Rev01)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 09/26/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: -

CONTRACTOR: CWS CONSTRUCTION GROUP

DSA APP NO.: 01-119319

OUSD PROJECT #: 17115

PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Replacing the entire floor drain body and strainer at the existing north and south restrooms per approved RFI #034.

OTHER PROPOSED CHANGES TO THE CONTRACT: Unforeseen conditions
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$11,218.92

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated September 26, 2022, and entitled COR 004, and requesting \$11,218.92 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed September 27, 2022, at Oakland, California.

 [signature]
Charles S. Lee [name of declarant/contractor]

Initiated By:  Lorna Dore 10/11/2022 Architect of Record Date	Reviewed By:  Al 10/11/2022 Project Manager Date	Acknowledged By:  Contractor 9/15/22 Contractor Date
OUSD APPROVAL:  Director of Facilities 10/20/22 Director of Facilities Date	OUSD Approval:  Deputy Chief 10/21/22 Deputy Chief Date	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115
COR#004 RFI#034 - FLOOR DRAINS

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 26-Sep-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost Proposed by GC appears reasonable.

2 FIRST TIER SUBCONTRACTOR - CAL PACIFIC SYSTEMS

Labor Rates used by OUSD Estimator based on Cal Pacific approved rates on other OUSD project.

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 11,259.93
--	---------------------

ESTIMATED CONSTRUCTION COST FOR CCR#004	\$ 10,266.29
--	---------------------

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Description : **COR#004
RFI#034 - FLOOR DRAINS
DEMO & CONCRETE PATCHING**

Reference Drawing: Cost Proposal dated 09/01/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 3,168.000	\$ 160.00	\$ 782.00		\$ 4,110
4				
5				
6				
7 \$ 3,168.00	+ \$ 160.00	+ \$ 782.00		= \$ 4,110
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				

Expenses:

Material Sales Tax..... 10.25% of Total Material: Incl.
Rental Sales Tax..... 10.25% of Total Rental: Incl.

Subtotal - Line 7 thru 12: \$ 4,110

General Contractor OH, B&IP, &P: 15.00% * Total Cost \$617

Subtotal - Line 13 thru 19: \$ 4,726.50

Sub-Subcontractor's Cost - CAL PACIFIC SYSTEMS \$ 5,131.50

SUBTOTAL - Subcontractor's Cost \$ 5,131.50

General Contractor OH&P on Sub Cost: 5.00% * \$ 256.58

SUBTOTAL \$ 10,114.58

Bonds & Insurance Premium 1.50% \$ 151.72

TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC. \$ 10,266.29

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: #REF!	
No.	COR#004				LABOR COST		MATERIAL COST		EQUIPT. COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CWS CONSTRUCTION GROUP									
Project Description:		RFI#034 - FLOOR DRAINS									
1	SCOPE OF WORK:										
2	Demolition & Patching										
3											
4	MATERIALS										
5	Rebar, 20'	2	EA	0.000	0.00			\$ 30.00	\$ 60.00		
6	Concrete	1	CY	0.000	0.00			\$ 100.00	\$ 100.00		
7											
8											
9	LABOR:										
10	Carpenter JM - demo	1.00	EA	12.00	12.00	\$ 99.00	\$ 1,188				
11	Carpenter/JM - patch	1.00	EA	12.00	12.00	\$ 99.00	\$ 1,188				
12	Clean-up	1.00	EA	8.00	8.00	\$ 99.00	\$ 792				
13											
14											
15	EQUIPMENT										
16	Saw Cutter	1.00	EA	8.00						\$ 80.00	\$ 640.00
17	Jack Hammer	1.00	EA	8.00						\$ 17.75	\$ 142.00
18											
19											
20											
21											
22	SHEET TOTALS						\$3,168.00	\$ 160.00		\$ 782	

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Description : **COR#004
RF#034 - FLOOR DRAINS
INSTALL FLOOR DRAINS**

Reference Drawing: **CAL PACIFIC SYSTEMS**
SUBCONTRACTOR: **CAL PACIFIC SYSTEMS**

Total Labor Cost	Total Material Costs	Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 2,248.320	\$ 2,192.00	\$ -	\$ -	\$ 4,440
4				
5				
6				
7 \$ 2,248.32	+ \$ 2,192.00	+ \$ -	\$ -	= \$ 4,440
8				
9				
10				
11				
12				
13				
14				
15				
19				
20				
21				
22				
23				
24				
25				
26				

Expenses:

Material Sales Tax..... 10.25% of Total Material: \$ 225
Rental Sales Tax..... 10.25% of Total Rental: Incl.

Subtotal - Line 7 thru 12: \$ 4,665

General Contractor OH, B&IP, &P: 10.00% * Total Cost \$ 467
*(Overhead, Bond & Insurance Premiums & Profit)

Subtotal - Line 13 thru 19: \$ 5,131.50

Sub-Subcontractor's Cost - None \$ -
General Contractor OH&P on Sub Cost: 5.00% * \$ -

TOTAL PROBABLE CONSTRUCTION COST -CAL PACIFIC SYSTEMS \$ 5,131.50

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: 9/26/2022	
No.	COR#004				LABOR COST		MATERIAL COST		EQUIPT. COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CAL PACIFIC SYSTEMS									
Project Description:		RFI#034 - FLOOR DRAINS									
1	SCOPE OF WORK:										
2	Install floor drains & P-traps										
3											
4	MATERIALS										
5	Floor Drain, Zurn Z415BL	4	EA	2.000	8.00			\$ 450.00	\$ 1,800.00		
6	NH P-trap	4	EA	1.000	4.00			\$ 50.00	\$ 200.00		
7	NH Coupling	16	EA	0.250	4.00			\$ 12.00	\$ 192.00		
8					16.00						
9											
10	LABOR:										
11	Plumber/FM, Reg	1.00	EA	8.00	8.00	\$ 147.31	\$ 1,178				
12	Plumber/JM, Reg	1.00	EA	8.00	8.00	\$ 133.73	\$ 1,070				
13							\$ -				
14											
15											
16											
17											
18	EQUIPMENT										
19	Not Used										\$ -
20											
21											
22											
23											
24											
25	SHEET TOTALS						\$2,248.32		\$ 2,192.00		\$ -

1301 Grant Ave, Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

To: **Oakland Unified School District**
955 High street
Oakland, CA 94601

DATE: September 27th, 2022

ATTN: Mike Torres

This change was requested by: RFI #034 "Floor Drain Strainer at Existing Restrooms" district review

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived."

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by _____ in order to avoid additional time extension and/or expense.

APPROVED:

CWS CONSTRUCTION

DATE:

BY: CHARLIE SLACK

COR CWS Construction Cost Breakdown

LABOR

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	8.00	Hrs	Saw cutting	\$99.00	792.00
2	12.00	HRS	Jack Hammering	\$99.00	1,188.00
3	8.00	Hrs	Cleanup/debri removal	\$99.00	792.00
4	4.00	HRS	rebar for patch back	\$99.00	396.00
5	8.00	Hrs	place & finish concrete	\$99.00	792.00
					0.00

MATERIALS

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	2.00	Sticks	20' Stick rebar	\$30.00	60.00
2	1.00	Yard	Shortload concrete	\$100.00	100.00

EQUIPMENT

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	8.00	Hrs	Saw cutter	\$80.00	\$640.00
2	8.00	Hrs	Jack Hammer	\$17.75	\$142.00
3					\$0.00
					\$0.00
					\$782.00

**CAL PACIFIC SYSTEMS**3785 BAYSHORE BLVD., BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244**PROPOSED CHANGE ORDER**PCO NO. **001R2**TO Charlie Slack
CWSPROJECT NAME Castlemont HS Field & Bleachers
CPS JOB NO. 22-125
DATE Monday, September 26, 2022FROM Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.comGENERAL CONTRACTOR CWS Construction Group Inc
REFERENCE NO. RFI 034
SUBJECT Existing Floor Drains**Work Description**

Per RFI 034 response. Existing North and South Plaza restrooms. Demo out existing (qty 4) floor drains and replace with Zurn 2415BL drain body and P-trap. Concrete repair by others.

Description		Totals	Remarks
1 Foreman Labor*	= \$	1,178.48	
2 Journey Labor*	= \$	1,069.84	
3 Apprentice Labor*	= \$	-	
4 Detailer Labor*	= \$	-	
Labor Subtotal		\$ 2,248.32	* See Page 2 for detailed breakdown
5 Material Cost*	= \$	2,192.00	
6 Delivery Shipping	= \$	50.00	
7 Sales Tax 10.25%	= \$	224.68	
Material Subtotal		\$ 2,466.68	* See Page 2 for detailed breakdown
8 Operator Labor*	= \$	-	
9 Delivery Drop-Off/Pick-Up	=		
10 Haul Off	=		
11 Rental Equipment	=		
Other Direct Cost Subtotal		\$ -	* See Page 2 for detailed breakdown
12 CPS Subtotal	\$	4,715.00	
13 Overhead & Profit 10.00%	\$	471.50	
Cal Pacific Systems Total		\$ 5,186.50	
14 Subcontractor Subtotal			
15 Overhead 0.00%	\$	-	
Subcontractor Total		\$ -	
GRAND TOTAL		\$ 5,186.50	Total Schedule Extensions TBD

Your signature constitutes your acceptance of this Proposal Change Order price(s) and your approval to proceed with the work associated with this Proposal Change Order. Cal Pacific Systems will not proceed without a signed proposal. Signature also constitutes that Proposal Change Order be paid in full within 30 days from completion of work.

CPS Authorized Signature

Print Name

Date

Approval Signature or Stamp

Print Name

Date

Labor Detailed Breakdown

	Labor Code	Time	Hourly Rate		Hours		Subtotal
1	Foreman	Regular	\$ 147.31	x	8	=	\$ 1,178.48
2		Overtime	\$ 197.95	x		=	\$ -
3		Double	\$ 248.58	x		=	\$ -
Foreman Total							\$ 1,178.48
4	Journeyman	Regular	\$ 133.73	x	8	=	\$ 1,069.84
5		Overtime	\$ 178.13	x		=	\$ -
6		Double	\$ 222.16	x		=	\$ -
Journeyman Total							\$ 1,069.84
7	Apprentice	Regular	\$ 120.58	x	0	=	\$ -
8		Overtime	\$ 158.32	x		=	\$ -
9		Double	\$ 195.78	x		=	\$ -
Apprentice Total							\$ -
10	Detailer	Regular		x		=	\$ -
11		Overtime		x		=	\$ -
12		Double		x		=	\$ -
Detailer Total							\$ -
13	Operator	Regular		x		=	\$ -

Material Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -		4	Zurn Z415BL	\$ 450.000	\$ 1,800.00
2 -		4	NH P-trap	\$ 50.000	\$ 200.00
3 -		16	NH Coupling	\$ 12.000	\$ 192.00
4 -					\$ -
5 -					\$ -
6 -					\$ -
7 -					\$ -
8 -					\$ -
9 -					\$ -
10 -					\$ -
11 -					\$ -
12 -					\$ -
13 -					\$ -
14 -					\$ -
15 -					\$ -
16 -					\$ -
17 -					\$ -
18 -					\$ -
19 -					\$ -
20 -					\$ -
21 -					\$ -
22 -					\$ -
23 -					\$ -
24 -					\$ -
25 -					\$ -
Material Subtotal					\$ 2,192.00

Credit Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -					\$ -
2 -					\$ -
3 -					\$ -
4 -					\$ -
5 -					\$ -
Credit Subtotal					\$ -

Material Cost Grand Total \$ 2,192.00

Request for Information

Date Submitted: 08/22/22

Project: **Castlemont High School Field & Bleachers**

Contractor: CWS Construction Group Inc.

Subject: Floor Drain Strainer at Existing Restrooms

Contractor's Question

Plans call to replace strainer for floor drains at the existing north and south plaza restrooms. The Drains are outdated models and replacement strainers can not be located. Suggestion is to replace entire drain body with JR Smith 2005y. See attached submittal. Cost impact required for replacement drains. Or remove strainer and re-furbish and re-install at no additional cost.

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Contractor's Suggestion

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Estimated Cost of Suggestion \$0.00

Estimated Time for Suggestion 0 days

Architect's Response

Per the Contract General Conditions, the Contractor shall not proceed with additive or deductive Work which has change order implications as a result of this RFI without prior written approval from the Governing Board.



CAL PACIFIC SYSTEMS

50 CYPRESS LANE, BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244

REQUEST FOR INFORMATION

RFI NO. 004

TO CWS

RETURN TO Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.com
415.252.8600

PROJECT	Castlemont HS Field & Bleachers
CPS JOB NO.	22-125
CLIENT	
DATE ISSUED	Monday, August 22, 2022
REFERENCE NO.	
SPEC SECTION	
DRAWING NO.	
ATTACHMENTS	
SCHEDULE IMPACT	
COST IMPACT	

INFORMATION REQUESTED

SUBJECT

Plans call to replace strainer for floor drains at the existing north and south plaza restrooms. The Drains are outdated models and replacement strainers can not be located. Suggestion is to replace entire drain body with JR Smith 2005y See attached submittal. Cost impact required for replacement drains. Or remove strainer and re-furbish and re-install at no additional cost.

H&M takes no exception to the replacement of the entire drain body, the suggested floor drain is not District Standard. Please submit Zurn Z415BL.

REPLY

Stephen Wafer at 9:39:06 AM, 08/25/2022

SIGNED _____

RESPONSE & DIRECTION

Please provide direction on all pertinent methods, information, specifications, materials, drawings, and/or sketches that are not covered by contract documents to proceed with work.

SIGNED _____

DATE _____



OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 005 (Rev01)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/04/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Upsizing all existing urinal waste line sizes in south restroom to 2" per approved RFI #035.

OTHER PROPOSED CHANGES TO THE CONTRACT: Unforeseen conditions
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$23,613.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 4, 2022, and entitled COR 005, and requesting \$23,613.00 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management 955 High Street Oakland, California 94601 Phone 510/879-8385 Fax 510/879-1860

supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 4, 2022, at Oakland, California.

CWS Construction Group Inc

[signature]
[name of declarant/contractor]

Initiated By: Lorna Dare 10/11/2022 Architect of Record Date	Reviewed By: Project Manager Date	Acknowledged By: CWS Construction Group Inc 10/4/22 Contractor Date
OUSD APPROVAL: Director of Facilities Date	OUSD Approval: Deputy Chief Date	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115
COR#005 RFI#035 - URINAL WASTE LINE SIZE

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 22-Sep-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost Proposed by GC for its scope of work appears reasonable.

2 FIRST TIER SUBCONTRACTOR - CAL PACIFIC SYSTEMS

Manhours & unit prices appear reasonable.

Labor Rates used by OUSD Estimator based on Cal Pacific approved rates on other OUSD project.

Application of Sales Tax by Sub is duplicated. It's included in Ferguson quotes as well as in Cal Pacific Summary of Cost.

Duplication of sales tax
removed via Revision
#2
-Mike T. 10/05/2022

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 24,921.99
ESTIMATED CONSTRUCTION COST FOR CCR#005	\$ 23,099.15

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 22-Sep-22

Decription : **COR#005
RFI#035 - URINAL WASTE LINE SIZE
DEMO & PATCH**

Reference Drawing: Cost Proposal dated 09/06/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Total 3 Laborers (12 manhours) from / Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 7,128.000	\$ 1,800.00	\$ 1,920.00		\$ 10,848
4				
5				
6				
7 \$ 7,128.00	+ \$ 1,800.00	+ \$ 1,920.00		= \$ 10,848
8				
9 Expenses:				
10 Material Sales Tax.....		10.25%	of Total Material:	Incl.
11 Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 10,848.00
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ 1,627.20
19				
20			Subtotal - Line 13 thru 19:	\$ 12,475.20
21				
22			Sub-Subcontractor's Cost - CAL PACIFIC SYSTEMS	\$ 9,792.94
23				
24			SUBTOTAL - SUB	\$ 9,792.94
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ 489.65
29			SUBTOTAL	\$ 22,757.78
30	Bonds & Insurance Premium	1.50%		\$ 341.37
31				
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.			\$ 23,099.15

Detailed Estimate

CASTLE MONT HS ATHLETIC FIELD & BLEACHERS											
					LABOR COST		MATERIAL COST		EQUIPT. COST		
No.	COR#005	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CWS CONSTRUCTION GROUP									
Project Description:		RFI#035 - URINAL WASTE LINE SIZE									
1	SCOPE OF WORK:										
2	Demolition & Patching										
3											
4	MATERIALS										
5	Backfill	10	CY	0.000	0.00			\$ 45.00	\$ 450.00		
6	Rebar, 20'	20	EA	0.000	0.00			\$ 7.50	\$ 150.00		
7	Concrete	5	CY	0.000	0.00			\$ 240.00	\$ 1,200.00		
8											
9	LABOR:										
10	Carpenter JM - Sawcut & Demo	1.00	EA	40.00	40.00	\$ 99.00	\$ 3,960				
11	Carpenter/JM - Rebars/Concrete	1.00	EA	32.00	32.00	\$ 99.00	\$ 3,168				
12											
13											
14											
15	EQUIPMENT										
16	Saw Cutter	1.00	EA	24.00						\$ 80.00	\$ 1,920.00
17											
18											
19											
20											
21											
22	SHEET TOTALS						\$7,128.00		\$ 1,800.00		\$ 1,920

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 22-Sep-22

Description : **COR#005
RF#035 - URINAL WASTE LINE SIZE
INSTALL PIPING**

Reference Drawing: Cost Proposal dated 09/06/2022
SUBCONTRACTOR: CAL PACIFIC SYSTEMS

Total 3 Laborers (12 manhours) from / Costs		INI Total Material	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 6,425.920	\$ 2,476.75	\$ -	\$ -	\$ 8,903
4					
5					
6					
7	\$ 6,425.92	+ \$ 2,476.75	+ \$ -	\$ -	= \$ 8,903
8					
9	Expenses:				
10	Material Sales Tax.....		10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12					
13				Subtotal - Line 7 thru 12:	\$ 8,903
14					
15	General Contractor OH, B&IP, &P:		10.00% *	Total Cost	\$ 890
19	*(Overhead, Bond & Insurance Premiums & Profit)				
20					
21				Subtotal - Line 13 thru 19:	\$ 9,792.94
22					
23				Sub-Subcontractor's Cost - None	\$ -
24	General Contractor OH&P on Sub Cost:		5.00% *		\$ -
25					
26	TOTAL PROBABLE CONSTRUCTION COST -CAL PACIFIC SYSTEMS				\$ 9,792.94

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: 9/22/2022	
No.	COR#005				LABOR COST		MATERIAL COST		EQUIPT. COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CAL PACIFIC SYSTEMS									
Project Description:		RFI#035 - URINAL WASTE LINE SIZE									
1	SCOPE OF WORK:										
2	Excavate, Bedding & Backfill										
3											
4	MATERIALS										
5	PER Ferguson Quotes W1036329081	1	LS	0.000	0.00			\$ 2,063.31	\$ 2,063.31		
6	Delivery & handling	1	LS					\$ -	\$ -		
7	Sales Tax (San Francisco)	9.375%						\$ 2,063.31	\$ 193.44		
8	Misc. supplies	10.66%						\$ 2,063.31	\$ 220.00		
9											
10											
11											
12											
13											
14	LABOR:										
15	Plumber/FM, Reg	1.00	EA	16.00	16.00	\$ 147.31	\$ 2,357				
16	Plumber/JM, Reg	1.00	EA	16.00	16.00	\$ 133.73	\$ 2,140				
17	Plumber/App, Reg 10th	1.00	EA	16.00	16.00	\$ 120.58	\$ 1,929				
18					48.00						
19											
20											
21											
22	EQUIPMENT										
23	Not Used										\$ -
24											
25											
26											
27											
28											
29	SHEET TOTALS						\$6,425.92		\$ 2,476.75		\$ -

CWS CONSTRUCTION GROUP INC

1301 Grant Ave, Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

Change Order Request

TO: Oakland Unified School District
955 High street
Oakland, CA 94601

COR 005 (Rev02)

DATE: October 4th, 2022

PROJECT: Castlemont HS Fields & Bleachers

JOB # CWS # 290

ATTN: Mike Torres

We submit for your approval the following cost estimate of changes in work as follows:

Urinal Waste Line

This change was requested by: RFI #035 "Urinal Waste Line Size" district review

ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
1 Urinal Waste Line				\$9,847.94	\$9,847.94
2 Demo		\$2,376.00	\$1,920.00		\$4,296.00
3 Back fill		\$1,584.00	\$450.00		\$2,034.00
4 Rebar/dowels		\$1,584.00	\$540.00		\$2,124.00
5 Patch concrete		\$1,584.00	\$1,200.00		\$2,784.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		\$7,128.00	\$4,110.00	\$9,847.94	\$21,085.94
MARK-UP ON LABOR	15 %				\$1,069.20
MARK-UP ON MATERIAL & EQUIP.	15 %				\$22,155.14
MARK-UP ON SUBCONTRACTORS	5 %				\$492.40
ADDITIONAL INS BOND PREMIUM @	1.5 %				\$348.96
					\$23,613.00
TOTAL AMOUNT FOR CHANGE PROPOSAL					\$ 23,613.00
TIME EXTENSION REQUIRED FOR THIS CHANGE					Deffered (WORKING DAYS)

"In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived."

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

☐ We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by _____ in order to avoid additional time extension and/or expense.

APPROVED:

DATE:

CWS CONSTRUCTION

BY: CHARLIE SLACK

LABOR

MATERIALS

EQUIPMENT

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	24.00	HRS	Saw cutter	\$80.00	\$1,920.00
2		1.00			\$0.00
3		1.00			\$0.00
					\$0.00
					\$1,920.00

**CAL PACIFIC SYSTEMS**3785 BAYSHORE BLVD., BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244**PROPOSED CHANGE ORDER**PCO NO. **3R3**TO Charlie Slack
CWSPROJECT NAME Castlemont HS Field & Bleachers
CPS JOB NO. 22-125
DATE Monday, October 3, 2022FROM Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.comGENERAL CONTRACTOR CWS Construction Group Inc
REFERENCE NO. RFI 035
SUBJECT Waste lines for urinals**Work Description**

Per RFI 035 response. (Existing boys North and South Plaza restrooms urinal waste lines are undersized.) Saw cutting, demo and removal and patching of concrete will be needed by others. Trench, install, and test new 2" waste line for urinals by CPS.

Description		Totals	Remarks
1 Foreman Labor*	= \$	2,356.96	
2 Journey Labor*	= \$	2,139.68	
3 Apprentice Labor*	= \$	1,929.28	
4 Detailer Labor*	= \$	-	
Labor Subtotal		\$ 6,425.92	* See Page 2 for detailed breakdown
5 Material Cost*	= \$	2,476.75	
6 Delivery Shipping	= \$	50.00	
7 Sales Tax 10.25%	= \$	-	Included in vendor quote
Material Subtotal		\$ 2,526.75	* See Page 2 for detailed breakdown
8 Operator Labor*	= \$	-	
9 Delivery Drop-Off/Pick-Up	=		
10 Haul Off	=		
11 Rental Equipment	=		
Other Direct Cost Subtotal		\$ -	* See Page 2 for detailed breakdown
12 CPS Subtotal	\$	8,952.67	
13 Overhead & Profit 10.00%	\$	895.27	
Cal Pacific Systems Total		\$ 9,847.94	
14 Subcontractor Subtotal			
15 Overhead 0.00%	\$	-	
Subcontractor Total		\$ -	
GRAND TOTAL		\$ 9,847.94	Total Schedule Extensions TBD

Your signature constitutes your acceptance of this Proposal Change Order price(s) and your approval to proceed with the work associated with this Proposal Change Order. Cal Pacific Systems will not proceed without a signed proposal. Signature also constitutes that Proposal Change Order be paid in full within 30 days from completion of work.

CPS Authorized Signature

Print Name

Date

Approval Signature or Stamp

Print Name

Date

Labor Detailed Breakdown

	Labor Code	Time	Hourly Rate	Hours	Subtotal
1	Foreman	Regular	\$ 147.31	x 16	= \$ 2,356.96
2		Overtime	\$ 197.95	x	= \$ -
3		Double	\$ 248.58	x	= \$ -
Foreman Total					\$ 2,356.96
4	Journeyman	Regular	\$ 133.73	x 16	= \$ 2,139.68
5		Overtime	\$ 178.13	x	= \$ -
6		Double	\$ 222.16	x	= \$ -
Journeyman Total					\$ 2,139.68
7	Apprentice	Regular	\$ 120.58	x 16	= \$ 1,929.28
8		Overtime	\$ 158.32	x	= \$ -
9		Double	\$ 195.78	x	= \$ -
Apprentice Total					\$ 1,929.28
10	Detailer	Regular		x	= \$ -
11		Overtime		x	= \$ -
12		Double		x	= \$ -
Detailer Total					\$ -
13	Operator	Regular		x	= \$ -

Material Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -		1	See attached	\$ 2,256.75	\$ 2,256.75
2 -		1	Misc Hardware/supplies	\$ 220.000	\$ 220.00
3 -		0			\$ -
4 -		0			\$ -
5 -		0			\$ -
6 -					\$ -
7 -					\$ -
8 -					\$ -
9 -					\$ -
10 -					\$ -
11 -					\$ -
12 -					\$ -
13 -					\$ -
14 -					\$ -
15 -					\$ -
16 -					\$ -
17 -					\$ -
18 -					\$ -
19 -					\$ -
20 -					\$ -
21 -					\$ -
22 -					\$ -
23 -					\$ -
24 -					\$ -
25 -					\$ -
Material Subtotal					\$ 2,476.75

Credit Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -					\$ -
2 -					\$ -
3 -					\$ -
4 -					\$ -
5 -					\$ -
Credit Subtotal					\$ -

Material Cost Grand Total \$ 2,476.75

SELECTED JOB

CAL PACIFIC PLUMBING SYSTEMS
CASTLEMONT HIGH SCHOOL FI
OAKLAND, CA 94605

SELECTED STORE

Burlingame, CA
BURLINGAME, CA 94010-2403
1471 NORTH CAROLAN AVE

ITEMS IN YOUR CART

#	Image	Product Code	Description	QTY	Net Price	Total Price
1		DNHHCP	4 in. No-Hub Heavy Duty Stainless Steel Coupling	2	\$12.689	\$25.38
2		DNHHCM	3 in. No Hub 304 Stainless Steel Coupling with Neoprene Gasket	6	\$10.89	\$65.34
3		DNHHCK	2 in. No-Hub Heavy Duty Stainless Steel Coupling	40	\$9.422	\$376.88
4		TNHTAPSTK	Tyler Pipe 2 in. No Hub Cast Iron Sanitary Tap Tee	6	\$59.30	\$355.80
5		NHECOMBK24	2 in. Spigot Cast Iron Wye	2	\$69.525	\$139.05
6		NHL4K12	2 in. No Hub 45 Degree Cast Iron 1/8 Bend	6	\$24.867	\$149.20
7		TNH4K	Tyler Pipe 2 in. No Hub 45 Degree Cast Iron 1/8 Bend	6	\$29.50	\$177.00
8		TNHYK	Tyler Pipe 2 in. No Hub Cast Iron Wye	2	\$43.60	\$87.20
9		TNHDYPK	Tyler Pipe 4 x 2 in. No Hub Cast Iron Reducing Double Wye	1	\$143.40	\$143.40
10		TNHDCOMBMK	Tyler Pipe 3 x 2 in. No Hub Cast Iron Reducing 1/8 Bend Double Combination Wye	1	\$155.20	\$155.20
11		TNH9K	Tyler Pipe 2 in. No Hub 90 Degree Cast Iron 1/4 Bend	6	\$34.20	\$205.20
12		NHPK10	2 in. x 10 ft. No-Hub Cast Iron Soil Pipe	30	\$6.12216	\$183.66

Subtotal:	\$2,063.31
Shipping:	FREE
Estimated Tax:	\$193.44
Total:	\$2,256.75

For help or to place your order, please call us at

1-888-222-1785

Request for Information

Date Submitted: 08/22/22

Project: **Castlemont High School Field & Bleachers**
Contractor: **CWS Construction Group Inc.**

Subject: **Urinal Waste Line Size**

Contractor's Question

Existing south plaza urinal waste lines are 1-1/2". The waste needs to be 2". Please provide instructions on how to proceed.

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Contractor's Suggestion

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Estimated Cost of Suggestion \$0.00
Estimated Time for Suggestion 0 days

Architect's Response

Per the Contract General Conditions, the Contractor shall not proceed with additive or deductive Work which has change order implications as a result of this RFI without prior written approval from the Governing Board.



CAL PACIFIC SYSTEMS

50 CYPRESS LANE, BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244

REQUEST FOR INFORMATION

RFI NO. 005

TO CWS

RETURN TO

Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.com
415.252.8600

PROJECT	Castlemont HS Field & Bleachers
CPS JOB NO.	22-125
CLIENT	
DATE ISSUED	Monday, August 22, 2022
REFERENCE NO.	
SPEC SECTION	
DRAWING NO.	
ATTACHMENTS	
SCHEDULE IMPACT	
COST IMPACT	

INFORMATION REQUESTED

SUBJECT

Existing south plaza urinal waste lines are 1-1/2". The waste needs to be 2". Please provide instructions on how to proceed.

Please up size all (E) 1 1/2" piping in South Plaza that connects to Urinals to where the 2" piping starts.

REPLY

Stephen Wafer at 9:56:29 AM, 08/24/2022

SIGNED _____

RESPONSE & DIRECTION

Please provide direction on all pertinent methods, information, specifications, materials, drawings, and/or sketches that are not covered by contract documents to proceed with work.

SIGNED _____

DATE _____

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 006 (Rev01)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 09/27/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Replacing the existing toilet closet flanges in north and south restrooms per approved RFI #039.

OTHER PROPOSED CHANGES TO THE CONTRACT: Unforeseen Conditions
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$12,284.00

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated September 27, 2022, and entitled COR 006, and requesting \$12,284.00 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

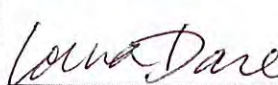
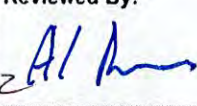
supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed September 27, 2022, at Oakland, California.

 [signature]
Cheryl Black [name of declarant/contractor]

Initiated By:  10/11/2022 Architect of Record Date	Reviewed By:  Project Manager Date	Acknowledged By:  9/27/22 Contractor Date
OUSD APPROVAL:  10/21/22 Director of Facilities Date	OUSD Approval:  10/21/22 Deputy Chief Date	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115
COR#006 RFI#039 -REPLACE WATER CLOSET FLANGES

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 26-Sep-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost Proposed by GC scope of work appears reasonable.

2 FIRST TIER SUBCONTRACTOR - CAL PACIFIC SYSTEMS

Manhours & unit prices appear reasonable.

Labor Rates used by OUSD Estimator based on Cal Pacific approved rates on other OUSD project.

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 12,748.34
---------------------------------------	--------------

ESTIMATED CONSTRUCTION COST FOR CCR#006	\$ 12,368.59
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COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Description : **COR#006
RFI#039 -REPLACE WATER CLOSET FLANGES
DEMO & PATCH**

Reference Drawing: Cost Proposal dated 09/06/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Total 3 Laborers (12 manhours) from / Costs		(B) Total Material Costs	(C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 3,960.000	\$ 160.00	\$ 782.00		\$ 4,902
4					
5					
6					
7	\$ 3,960.00	+ \$ 160.00	+ \$ 782.00	= \$	4,902
8					
9	Expenses:				
10	Material Sales Tax.....		10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12					
13				Subtotal - Line 7 thru 12:	\$ 4,902.00
14					
15	General Contractor OH, B&IP, &P:		15.00% *	Total Cost	\$ 735.30
19					
20				Subtotal - Line 13 thru 19:	\$ 5,637.30
21					
22				Sub-Subcontractor's Cost - CAL PACIFIC SYSTEMS	\$ 6,236.67
23					
24				SUBTOTAL - SUB	\$ 6,236.67
25	General Contractor OH&P on Sub Cost:		5.00% *		\$ 311.83
29				SUBTOTAL	\$ 12,185.80
30	Bonds & Insurance Premium		1.50%		\$ 182.79
31					
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.			\$	12,368.59

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
					LABOR COST		MATERIAL COST		EQUIPT. COST		
No.	COR#006	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CWS CONSTRUCTION GROUP									
Project Description:		RFI#039 -REPLACE WATER CLOSET FLANGES									
1	SCOPE OF WORK:										
2	Demolition & Patching										
3											
4	MATERIALS										
5	Rebar, 20'	2	EA	0.000	0.00			\$ 30.00	\$ 60.00		
6	Concrete	1	CY	0.000	0.00			\$ 100.00	\$ 100.00		
7											
8	LABOR:										
9	Carpenter JM - Sawcut & Demo	2.00	EA	16.00	32.00	\$ 99.00	\$ 3,168				
10	Carpenter/JM - Rebars/Concrete	2.00	EA	4.00	8.00	\$ 99.00	\$ 792				
11				20.00							
12											
13											
14	EQUIPMENT										
15	Saw Cutter	1.00	EA	8.00						\$ 80.00	\$ 640.00
16	Jack Hammer	1.00	EA	8.00						\$ 17.75	\$ 142.00
17											
18											
19											
20											
21	SHEET TOTALS						\$3,960.00		\$ 160.00		\$ 782

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 26-Sep-22

Decription : **COR#006
RF#039 -REPLACE WATER CLOSET FLANGES
INSTALL PIPING**

Reference Drawing: Cost Proposal dated 09/06/2022
SUBCONTRACTOR: CAL PACIFIC SYSTEMS

Total 3 Laborers (12 manhours) from / Costs		INI Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 4,496.640	\$ 1,064.00	\$ -	\$ -	\$ 5,561
4					
5					
6					
7	\$ 4,496.64	+ \$ 1,064.00	+ \$ -	\$ -	= \$ 5,561
8					
9	Expenses:				
10	Material Sales Tax.....		10.25%	of Total Material: \$	109
11	Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12					
13				Subtotal - Line 7 thru 12: \$	5,670
14					
15	General Contractor OH, B&IP, &P:		10.00% *	Total Cost	\$ 567
19	*(Overhead, Bond & Insurance Premiums & Profit)				
20					
21				Subtotal - Line 13 thru 19: \$	6,236.67
22					
23				Sub-Subcontractor's Cost - None	\$ -
24	General Contractor OH&P on Sub Cost:		5.00% *		\$ -
25					
26	TOTAL PROBABLE CONSTRUCTION COST -CAL PACIFIC SYSTEMS				\$ 6,236.67

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date: 9/26/2022	
No.	COR#006				LABOR COST		MATERIAL COST		EQUIPT. COST		
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		CAL PACIFIC SYSTEMS									
Project Description:		RFI#039 -REPLACE WATER CLOSET FLANGES									
1	SCOPE OF WORK:										
2	Excavate, Bedding & Backfill										
3											
4	MATERIALS										
5	Closet Flanges	11	EA	0.000	0.00			\$ 40.00	\$ 440.00		
6	Offset Closet Flange	1	EA	0.000	0.00			\$ 40.00	\$ 40.00		
7	NH Coupling	12	EA	0.000	0.00			\$ 12.00	\$ 144.00		
8	4" NH Pipe	10	LF	0.000	0.00			\$ 12.00	\$ 220.00		
9	Consumables	1	LS	0.000	0.00			\$ 50.00	\$ 220.00		
10											
11											
12											
13											
14	LABOR:										
15	Plumber/FM, Reg	1.00	EA	16.00	16.00	\$ 147.31	\$ 2,357				
16	Plumber/JM, Reg	1.00	EA	16.00	16.00	\$ 133.73	\$ 2,140				
17					32.00						
18											
19											
20											
21	EQUIPMENT										
22	Not Used										\$ -
23											
24											
25											
26											
27											
28	SHEET TOTALS						\$4,496.64		\$ 1,064.00		\$ -

1301 Grant Ave. Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

To: Oakland Unified School District
955 High street
Oakland, CA 94601

DATE: September 27th, 2022

ATTN: Mike Torres

This change was requested by: RFI #039 "Closet Flanges" district review

BY: CHARLIE SLACK

COR CWS Construction Cost Breakdown

LABOR

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	8.00	Hrs	Saw cutting	\$99.00	792.00
2	12.00	HRS	Jack Hammering	\$99.00	1,188.00
3	8.00	Hrs	Cleanup/debri removal	\$99.00	792.00
4	4.00	HRS	rebar for patch back	\$99.00	396.00
5	8.00	Hrs	place & finish concrete	\$99.00	792.00
					0.00

MATERIALS

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	2.00	Sticks	20' Stick rebar	\$30.00	60.00
2	1.00	Yard	Shortload concrete	\$100.00	100.00

EQUIPMENT

ITEM	QUANTITY	UNITS	DESCRIPTION	\$/UNIT	COSTS
1	8.00	Hrs	Saw cutter	\$80.00	\$640.00
2	8.00	Hrs	Jack Hammer	\$17.75	\$142.00
3					\$0.00
					\$0.00
					\$782.00

**CAL PACIFIC SYSTEMS**3785 BAYSHORE BLVD., BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244**PROPOSED CHANGE ORDER**PCO NO. **004R2**TO Charlie Slack
CWSPROJECT NAME Castlemont HS Field & Bleachers
CPS JOB NO. 22-125
DATE Monday, September 26, 2022FROM Mike Hung / Benny Huynh
mike.hung@calpacificsystems.com
benny.huynh@calpacificsystems.comGENERAL CONTRACTOR CWS Construction Group Inc
REFERENCE NO. RFI 039
SUBJECT Closet Flanges**Work Description**

Per RFI 039 response. Existing North and South Plaza restrooms. Demo out existing (qty 12) closet flanges and replace with new. Concrete saw cut & repair by others. 2 men x 2 days

Description	Totals	Remarks
1 Foreman Labor*	= \$ 2,356.96	
2 Journey Labor*	= \$ 2,139.68	
3 Apprentice Labor*	= \$ -	
4 Detailer Labor*	= \$ -	
Labor Subtotal	\$ 4,496.64	* See Page 2 for detailed breakdown
5 Material Cost*	= \$ 953.20	
6 Delivery Shipping	= \$ 50.00	
7 Sales Tax 10.25%	= \$ 97.70	
Material Subtotal	\$ 1,100.90	* See Page 2 for detailed breakdown
8 Operator Labor*	= \$ -	
9 Delivery Drop-Off/Pick-Up	=	
10 Haul Off	=	
11 Rental Equipment	=	
Other Direct Cost Subtotal	\$ -	* See Page 2 for detailed breakdown
12 CPS Subtotal	\$ 5,597.54	
13 Overhead & Profit 10.00%	\$ 559.75	
Cal Pacific Systems Total	\$ 6,157.30	
14 Subcontractor Subtotal		
15 Overhead 0.00%	\$ -	
Subcontractor Total	\$ -	
GRAND TOTAL	\$ 6,157.30	Total Schedule Extensions TBD

Your signature constitutes your acceptance of this Proposal Change Order price(s) and your approval to proceed with the work associated with this Proposal Change Order. Cal Pacific Systems will not proceed without a signed proposal. Signature also constitutes that Proposal Change Order be paid in full within 30 days from completion of work.

CPS Authorized Signature

Print Name

Date

Approval Signature or Stamp

Print Name

Date

Labor Detailed Breakdown

	Labor Code	Time	Hourly Rate	Hours	Subtotal
1	Foreman	Regular	\$ 147.31 x	16	= \$ 2,356.96
2		Overtime	\$ 197.95 x		= \$ -
3		Double	\$ 248.58 x		= \$ -
Foreman Total					\$ 2,356.96
4	Journeyman	Regular	\$ 133.73 x	16	= \$ 2,139.68
5		Overtime	\$ 178.13 x		= \$ -
6		Double	\$ 222.16 x		= \$ -
Journeyman Total					\$ 2,139.68
7	Apprentice	Regular	\$ 120.58 x	0	= \$ -
8		Overtime	\$ 158.32 x		= \$ -
9		Double	\$ 195.78 x		= \$ -
Apprentice Total					\$ -
10	Detailer	Regular	x		= \$ -
11		Overtime	x		= \$ -
12		Double	x		= \$ -
Detailer Total					\$ -
13	Operator	Regular	x		= \$ -

Material Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -		11	Closet flanges	\$ 40.000	\$ 440.00
2 -		1	Offset Closet flange	\$ 40.000	\$ 40.00
3 -		12	NH Coupling	\$ 12.000	\$ 144.00
4 -		10	4" NH Pipe	\$ 27.920	\$ 279.20
5 -		1	Consumables/Grinder blades/	\$ 50.000	\$ 50.00
6 -					\$ -
7 -					\$ -
8 -					\$ -
9 -					\$ -
10 -					\$ -
11 -					\$ -
12 -					\$ -
13 -					\$ -
14 -					\$ -
15 -					\$ -
16 -					\$ -
17 -					\$ -
18 -					\$ -
19 -					\$ -
20 -					\$ -
21 -					\$ -
22 -					\$ -
23 -					\$ -
24 -					\$ -
25 -					\$ -
Material Subtotal					\$ 953.20

Credit Detailed Breakdown

	Tags	Qty	Description	Unit Cost	Subtotal
1 -					\$ -
2 -					\$ -
3 -					\$ -
4 -					\$ -
5 -					\$ -
Credit Subtotal					\$ -

Material Cost Grand Total \$ 953.20

Request for Information

Date Submitted: 09/01/22

Project: **Castlemont High School Field & Bleachers**

Contractor: CWS Construction Group Inc.

Subject: Closet Flanges

Contractor's Question

At the existing north and south restrooms, the existing toilet flanges are not in re-usable condition. Concrete needs to be sawcut and chipped out to replace the flanges. See attached photos and provide directions. (All flanges are in similar condition)

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Contractor's Suggestion

No <-- Separate Material Sample(s) (Yes/No) (If Yes, describe above)

Estimated Cost of Suggestion \$0.00

Estimated Time for Suggestion 0 days

Architect's Response

H&M takes no exception to this suggestion to replace the closet flanges, the District would need to approve the addition cost.

REPLY

Stephen Wafer at 1:11:17 PM, 09/01/2022

Per the Contract General Conditions, the Contractor shall not proceed with additive or deductive Work which has change order implications as a result of this RFI without prior written approval from the Governing Board.



CAL PACIFIC SYSTEMS

50 CYPRESS LANE, BRISBANE, CA 94005
T 415-252-8600 | F 415-252-8700
LICENSE NO. 924244

REQUEST FOR INFORMATION

RFI NO. 007

TO CWS

RETURN TO

Mike Hung / Benny Huynh

mike.hung@calpacificsystems.com

benny.huynh@calpacificsystems.com

415.252.8600

PROJECT	Castlemont HS Field & Bleachers
CPS JOB NO.	22-125
CLIENT	
DATE ISSUED	Wednesday, August 31, 2022
REFERENCE NO.	
SPEC SECTION	
DRAWING NO.	MP2.1
ATTACHMENTS	
SCHEDULE IMPACT	
COST IMPACT	

INFORMATION REQUESTED

SUBJECT

Existing North and South Restrooms. Existing toilet flanges are not in re-usable condition. Concrete needs to be sawcut and chipped out to replace the flanges. See attached photos and provide directions. (All flanges are in similar condition)

SIGNED _____

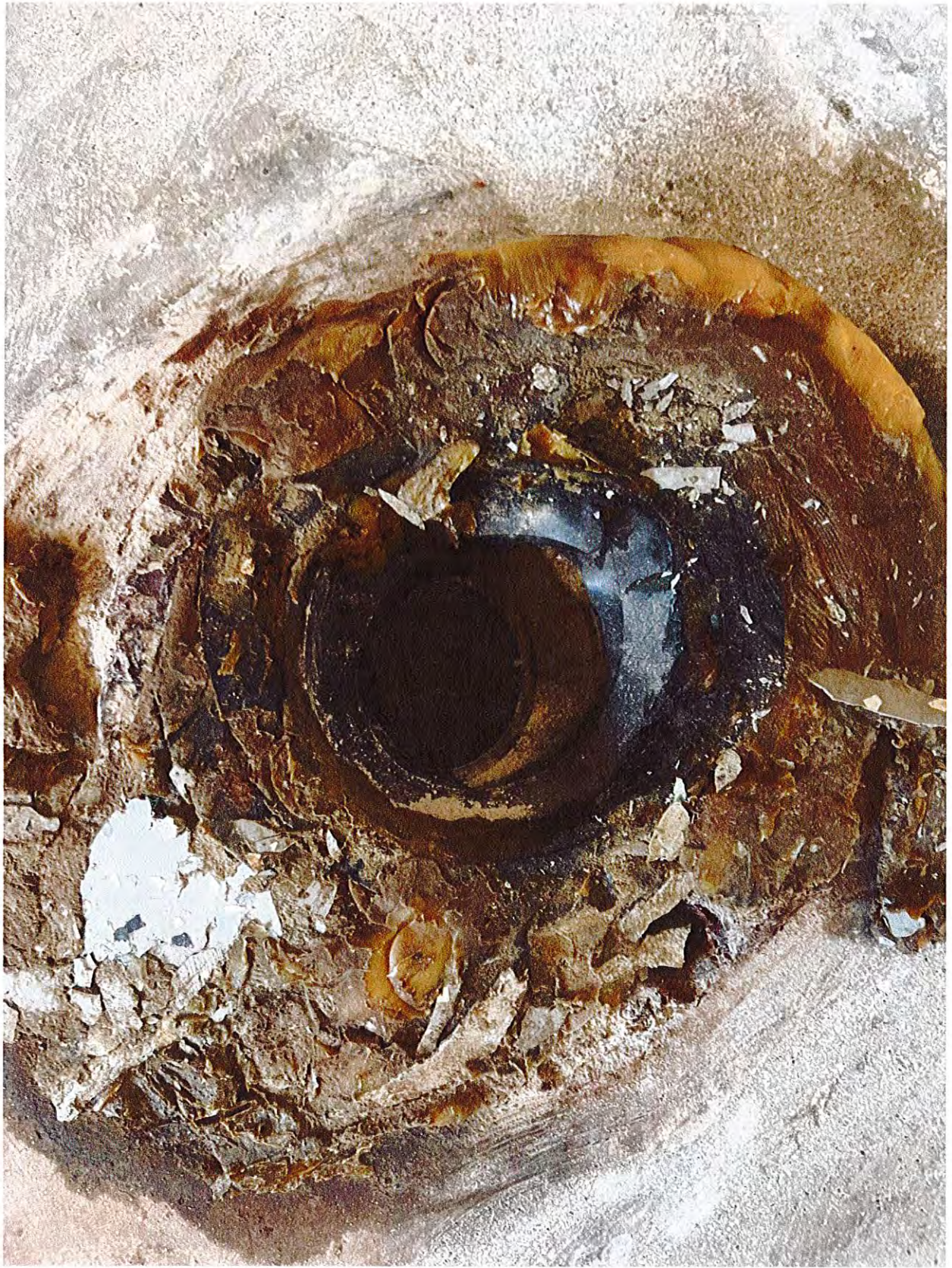
RESPONSE & DIRECTION

Please provide direction on all pertinent methods, information, specifications, materials, drawings, and/or sketches that are not covered by contract documents to proceed with work.

SIGNED _____

DATE _____







OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 007 (Rev02)

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/17/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Removing and replacing (2) existing trees on south side of south restroom per ASI #002.

OTHER PROPOSED CHANGES TO THE CONTRACT: ERRORS/OMISSION
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$9,663.21

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 17, 2022, and entitled COR 007, and requesting \$9,663.21 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management B 955 High Street Oakland, California 94601B Phone 510/879-8385 B Fax 510/879-1860

supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 17, 2022, at Oakland, California.

[signature]

CWS Construction Group Inc

[name of declarant/contractor]

Initiated By: _____ Architect of Record Date	Reviewed By: _____ Project Manager Date	Acknowledged By: Charlie Slack. 10/18/22 _____ Contractor Date
OUSD APPROVAL: _____ Director of Facilities Date	OUSD Approval: _____ Deputy Chief Date	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115
COR#007 TREE REPLACEMENT
Rev01

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 14-Oct-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

No work performed by GC.

2 FIRST TIER SUBCONTRACTOR - MARINA LANDSCAPE, INC.

Per General Conditions of Contract (Addendum#1) Subcontractor's OH&P is not to exceed 10%. Sub used 15%.

3 GENERAL CONTRACTOR's COST PROPOSALS	\$ 10,124.20
---------------------------------------	--------------

ESTIMATED CONSTRUCTION COST FOR CCR#007 (REV01)	\$ 9,663.22
---	-------------

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 14-Oct-22

Decription : **COR#007 Rev01
TREE REPLACEMENT
DEMO & CONCRETE PATCHING**

Reference Drawing: Cost Proposal dated 09/01/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Total Labor Cost	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -		\$ -
4				
5				
6				
7 \$ -	+ \$ -	+ \$ -		= \$ -
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12: \$	-
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$0
19				
20			Subtotal - Line 13 thru 19: \$	-
21				
22			Sub-Subcontractor's Cost - MARINA LANDSCAPE	\$ 9,067.06
23				
24			SUBTOTAL	\$ 9,067.06
25				
26	General Contractor OH&P on Sub Cost:	5.00% *		\$ 453.35
30				
31			SUBTOTAL	\$ 9,520.41
32	Bonds & Insurance Premium	1.50%		\$ 142.81
33				
34			TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.	\$ 9,663.22

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 14-Oct-22

Decription : **COR#007 Rev01
TREE REPLACEMENT**

Reference Drawing: Cost Proposal dated 09/01/2022
SUBCONTRACTOR: MARINA LANDSCAPE INC.

Total Labor Cost	INI Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 5,205.640	\$ 1,137.14	\$ 1,900.00	\$ -	\$ 8,243
4				
5				
6				
7 \$ 5,205.64	+ \$ 1,137.14	+ \$ 1,900.00	\$ -	= \$ 8,243
8				
9	Expenses:			
10	Material Sales Tax.....	10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 8,243
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 824
19	*(Overhead, Bond & Insurance Premiums & Profit)			
20				
21			Subtotal - Line 13 thru 19:	\$ 9,067.06
22				
23			Sub-Subcontractor's Cost - None	\$ -
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25				
26	TOTAL PROBABLE CONSTRUCTION COST -Marina Landscape			\$ 9,067.06

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD & BLEACHERS											
										Date:	10/14/2022
No.	COR#007 Rev01	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		MARINA LANDSCAPE INC.									
Project Description:		TREE REPLACEMENT									
1	SCOPE OF WORK:										
2	Remove existing & replace with										
3	24" tree.										
4	MATERIALS										
5	Removal of existing & disposal	2	EA	6.000	12.00			\$ -	\$ -		
6	24" Box Tree	2	EA	8.000	16.00			\$ 165.00	\$ 330.00		
7	Stake	2	EA	4.000	8.00			\$ 50.00	\$ 100.00		
8	Backfill	1	LS	4.000	4.00			\$ 300.00	\$ 300.00		
9	Misc. Material	1	LS	0.000	0.00			\$ 36.50	\$ 36.50		
10					40.00						
11	Sales Tax	9.00%						\$ 766.50	\$ 68.99		
12	Disposal	1.00	EA					\$ 225.00	\$ 225.00		
13	Materials handling	10%						\$ 766.50	\$ 76.65		
14											
15											
16											
17	LABOR:										
18	Laborer/FM	1.00	EA	20.00	20.00	\$ 76.55	\$ 1,531.00				
19	Laborer/JM	1.00	EA	20.00	20.00	\$ 71.87	\$ 1,437.40				
20	Operator/JM	1.00	EA	20.00	20.00	\$ 88.20	\$ 1,764.00				
21											
22	Maintenace	10%				\$ 4,732	\$ 473.240				
23											
24											
25	EQUIPMENT										
26	Service Truck	1.00	EA	\$ 20.00						\$ 30.00	\$ 600.00
27	Mini Excavator	1.00	EA	\$ 20.00						\$ 65.00	\$ 1,300.00
28											
29											
30											
31											
32	SHEET TOTALS						\$5,205.64		\$ 1,137.14		\$ 1,900

1301 Grant Ave. Suite B, NOVATO, CA 94945 PHONE: (415) 599-6545

TO: Oakland Unified School District
955 High street
Oakland, CA 94601

COR 007 (Rev02)

JOB # CWS # 290

Tree Replacement

This change was requested by: ASI #02 "Tree Replacement" district review

(WORKING DAYS)

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by _____ in order to avoid additional time extension and/or expense.

DATE: _____

BY: CHARLIE SLACK



MARINA
Still Growing

landscape construction
landscape maintenance
landscape architecture
erosion control
design build

**PROPOSED CHANGE ORDER
NO. 00001**

1683 E. LOUISE AVE.
LATHROP, CA 95330

PHONE: (925) 243-0288
FAX: (925) 243-0988

TITLE: ASI #02 TREE REPLACEMENT

DATE: 10/17/22
JOB NO.: 422027

PROJECT: CASTLEMONT HS FIELDS AND BLEACHER REPLACEMENT

TO: CWS CONSTRUCTION GROUP, INC.
1301 GRANT AVE, SUITE B
NOVATO, CA 94945

DESCRIPTION OF PROPOSAL:

This proposal is for replacement and maintenance of two 24" Crape Myrtle trees where existing trees were previously to remain. New tree installation will be sequenced with other planting after irrigation install.

Location is south of the South Restroom Plaza.

Per ASI #02 existing trees are to be removed. Tree removal and disposal is included. Removal will be sequenced before irrigation install in surrounding area.

This proposal excludes any grading, import soil, or other site preparation not within MLI's scope.

All qualifications and exclusions per fully executed subcontract agreement apply. Upon approval of this proposal, a change order is required from CWS within 5 days.

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	ASI #02 TREE REPLACEMENT	1	LS	9067.05 \$	9,067.05
				Unit Cost: \$	-
				Unit Tax: \$	-
				Lump Sum: \$	-
				Lump Tax: \$	-

TOTAL: \$ 9,067.05

TIME EXTENSION 3 DAYS

By: _____
CWS CONSTRUCTION GROUP, INC.

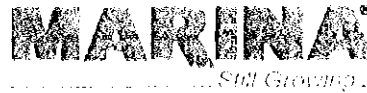
Date: _____

By: _____
JOE RAMIREZ HUITRON

Date: 10/17/22

EXTRA WORK CALCULATION SHEET

MARINA LANDSCAPE, INC.
1683 E. LOUISE AVE
LATHROP, CA 95330
(925) 243-0288



landscape construction

BILL TO: CWS CONSTRUCTION GROUP, INC.
PROJECT: CASTLEMONT HS FIELDS AND BLEACHER REPLACEMENT

DATE: 10/17/2022
JOB NO.: 422027

DESCRIPTION: This proposal is for replacement and maintenance of two 24" Crape Myrtle trees where existing trees were previously to remain. New tree installation will be sequenced with other planting after irrigation install.

QTY	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
*** LABOR ***				
1	FOREMAN	20	76.55	1,531.00
1	LABORER	20	71.87	1,437.40
1	OPERATOR	20	88.20	1,764.00
				=====
SUBTOTAL COST LABOR				4,732.40
1	90 DAY MAINTENANCE@ 10% OF LABOR		473.24	473.24
				=====
GRAND TOTAL COST LABOR				5,205.64
*** EQUIPMENT ***				
1	SEE ATTACHED	1	1900.00	1,900.00
				=====
TOTAL COST EQUIPMENT				1,900.00
*** MATERIAL ***				
1	SEE ATTACHED		1,137.14	1,137.14
				=====
TOTAL COST MATERIALS				1,137.14
=====				
TOTAL LABOR				5,205.64
10.0% LABOR MARK UP				520.56
TOTAL EQUIPMENT				1,900.00
10.0% MARK-UP EQUIPMENT				190.00
TOTAL MATERIALS				1,137.14
10.0% MARK-UP MATERIALS				113.71
				=====
GRAND TOTAL				9,067.05

EXTRA WORK CALCULATION SHEET

MARINA LANDSCAPE, INC.
1683 E. LOUISE AVE
LATHROP, CA 95330
(925) 243-0288



landscape construction
landscape maintenance
landscape architecture
erosion control
design

BILL TO: CWS CONSTRUCTION GROUP, INC.
PROJECT: CASTLEMONT HS FIELDS AND BLEACHER REPLACEMENT

DATE: 10/17/2022
JOB NO.: 422027

DESCRIPTION: This proposal is for replacement and maintenance of two 24" Crape Myrtle trees where existing trees were previously to remain. New tree installation will be sequenced with other planting after irrigation install.

QTY DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
*** EQUIPMENT ***			
1 JOB SITE TRUCK	20	30.00	600.00
1 MINI EXCAVATOR	20	65.00	1,300.00
TOTAL COST EQUIPMENT			1,900.00

EXTRA WORK CALCULATION SHEET

MARINA LANDSCAPE, INC.
1683 E. LOUISE AVE
LATHROP, CA 95330
(925) 243-0288



landscape construction
landscape architecture
erosion control
design build

BILL TO: CWS CONSTRUCTION GROUP, INC.
PROJECT: CASTLEMONT HS FIELDS AND BLEACHER REPLACEMENT

DATE: 10/17/2022
JOB NO.: 422027

DESCRIPTION: This proposal is for replacement and maintenance of two 24" Crape Myrtle trees where existing trees were previously to remain. New tree installation will be sequenced with other planting after irrigation install.

QTY DESCRIPTION		UNIT COST	EXTENDED AMOUNTS
*** MATERIAL ***			
2	24" BOX TREE - LAGERSTROEMIA	EA 165.00	330.00
2	R2 STAKE - 9' x 3/4" SCH 40	EA 50.00	100.00
1	BACKFILL	LS 300.00	300.00
1	MISC. MATERIAL	5.00% 36.50	36.50
1	TAX	68.99	68.99
1	DISPOSAL FEE	EA 225.00	225.00
1	MATERIAL HANDLING @ 10%	10.00% 76.65	76.65
TOTAL COST MATERIALS			1,137.14

Marina Landscape, Inc

Labor Rate Schedule~

Period 06/27/22 - 06/26/23 ✓

Trade Classification: Landscape Foreman ✓

	Straight Time	Time and a Half	Double Time
A. BASE			
1. Base Rate	35.26	52.89	70.52
Subtotal of "A"	35.26	52.89	70.52
B. VACATION & HOLIDAY			
2. Vacation & Holiday	3.49	3.49	3.49
Subtotal of "B"	3.49	3.49	3.49
Subtotal of "A & B"	38.75	56.38	74.01
C. BENEFITS			
3. Health and welfare	9.60	9.60	9.60
4. Pension	13.86	13.86	13.86
5. Training and/or Other	4.60	4.60	4.60
Subtotal of "C"	28.06	28.06	28.06
D. PAYROLL INSURANCE & TAX			
6. Social Security (6.20% of "A&B")	2.40	3.50	4.59
7. Medicare (1.45% of "A&B")	0.56	0.82	1.07
8. FUI (0.08% of "A&B")	0.03	0.05	0.06
9. SUI (5.40% of "A&B")	2.09	3.04	4.00
10. Worker's Comp (12% of "A&B")	4.65	6.77	8.88
11. Liability Insurance (11% of "A&B")	4.26	6.20	8.14
Subtotal of "D"	14.00	20.37	26.74
TOTAL HOURLY WAGE (A&B&C&D)	80.81	104.81	128.81
	76.56	98.67	121.67

ETB
Reviewed
9-14-22
ETB

Marina Landscape, Inc

Labor Rate Schedule~

Period 06/27/22 - 06/26/23 ✓

Trade Classification: Landscape Laborer ✓

Group 3 per DIR

	Straight Time	Time and a Half	Double Time
A. BASE			
1. Base Rate	35 34.00 ✓	52.50 ✓	70 68.00 ✓
Subtotal of "A"	35 34.00 ✓	52.50 ✓	70 68.00 ✓
B. VACATION & HOLIDAY			
2. Vacation & Holiday	3.49 ✓	3.05 ✓	3.49 ✓
Subtotal of "B"	3.49 ✓	3.05 ✓	3.49 ✓
Subtotal of "A & B"	37.49 ✓	54.49 ✓	71.49 ✓
C. BENEFITS			
3. Health and welfare	9.60 ✓	9.60 ✓	9.60 ✓
4. Pension	13.86 ✓	13.86 ✓	13.86 ✓
5. Training and/or Other	3.85 ✓	4.60 ✓	4.60 ✓
Subtotal of "C"	27.31 ✓	27.31 ✓	27.31 ✓
D. PAYROLL INSURANCE & TAX			
6. Social Security (6.20% of "A&B")	2.32 ✓	3.38 ✓	4.43 ✓
7. Medicare (1.45% of "A&B")	0.54 ✓	0.79 ✓	1.04 ✓
8. FUI (0.08% of "A&B")	0.03 ✓	0.04 ✓	0.06 ✓
9. SUI (5.40% of "A&B")	2.02 ✓	2.94 ✓	3.86 ✓
10. Worker's Comp (12% of "A&B")	4.50 ✓	6.54 ✓	8.58 ✓
11. Liability Insurance (11% of "A&B")	4.12 ✓	5.99 ✓	7.86 ✓
Subtotal of "D"	13.55 ✓	19.69 ✓	25.83 ✓
TOTAL HOURLY WAGE (A&B&C&D)	79.10 ✓	102.24 ✓	125.38 ✓
	71.87 ✓	93.72 ✓	115.67 ✓

Comments:

1. Base Rate and Vacation & Holiday are not per DIR
2. Liability Insurance are not Labor Burden. This is under OH.

Reviewed
9-14-2022
EEVinay

Marina Landscape, Inc**Labor Rate Schedule~****Period: 06/27/22 - 06/26/23**Trade Classification: Operating Engineer ✓

	Straight Time	Time and a Half	Double Time
A. BASE			
1. Base Rate	45.03 ✓	67.55	90.06
Subtotal of "A"	45.03 ✓	67.55	90.06 ✓
B. VACATION & HOLIDAY			
2. Vacation & Holiday	4.47 ✓	4.47	4.47 ✓
Subtotal of "B"	4.47 ✓	4.47	4.47 ✓
Subtotal of "A & B"	49.50 ✓	72.02 ✓	94.53 ✓
C. BENEFITS			
3. Health and welfare	13.38 ✓	13.38	13.38 ✓
4. Pension	10.35 ✓	10.35	10.35 ✓
5. Training and/or Other	2.54 ✓	2.54	2.54 ✓
Subtotal of "C"	26.27 ✓	26.27	26.27 ✓
D. PAYROLL INSURANCE & TAX			
6. Social Security (6.20% of "A&B")	3.07 ✓	4.46	5.86 ✓
7. Medicare (1.45% of "A&B")	0.72 ✓	1.04	1.37 ✓
8. FUI (0.08% of "A&B")	0.04 ✓	0.06	0.08 ✓
9. SUI (5.40% of "A&B")	2.67 ✓	3.89	5.10 ✓
10. Worker's Comp (12% of "A&B")	5.94 ✓	8.64	11.34 ✓
11. Liability Insurance (11% of "A&B")	5.45 ✓	7.92	10.40 ✓
Subtotal of "D"	17.88 ✓	26.02 ✓	34.15 ✓
TOTAL HOURLY WAGE (A&B&C&D)	93.65	124.30	154.95
	48.76	116.34	136.70

Reviewed
9-14-2022
FEV

ARCHITECTS SUPPLEMENTAL INSTRUCTIONS

OWNER	x
ARCHITECT	x
CONTRACTOR	x
IOR	x

PROJECT:	Castlemont High School Field & Bleachers	ASI NO.:	02
OWNER:	Oakland Unified School District	DATE:	9/6/2022
TO: (Contractor)	CWS Construction Group, Inc. 1301 Grant Ave., Suite B Novato, CA 94945	ARCHITECT'S PROJECT NO.:	1814
		CONTRACT FOR:	Construction

The work described herein shall be carried out in accordance with the following instructions and in accordance with the Contract Documents. The contractor shall notify the architect in writing within five (5) working days of receipt of this Supplemental Instructions Document and prior to performing the work if the work described herein results in any changes to the Contract Sum or Contract Time.

Item No. 1:

Description of Changes:	Remove existing trees (2) noted to be saved on south side of south restroom plaza. Replace trees with (2) 24" box Crape Myrtle to match other trees.
Reason:	One tree is dead
Attachments:	None. See 1/L6.1 Crape Myrtle

END OF ASI DOCUMENT NO. 02

ARCHITECT:	<i>murakami</i> / Nelson Architects 155 Filbert Street, Suite 250 Oakland, CA 94607
BY:	Lorna Dare, Architect

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER REQUEST (or Proposed Change Order) No. 009

PROJECT: Field & Bleacher Replacement
Castlemont HS

DATE: 10/05/2022

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: CWS CONSTRUCTION GROUP

DSA FILE NO.: -
DSA APP NO.: 01-119319
OUSD PROJECT #: 17115
PROJECT MANAGER: Al Anderson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): Scoreboard equipment procurement from "DAKTRONICS"

OTHER PROPOSED CHANGES TO THE CONTRACT: Owner Requested Change
None

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$130,354.61

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

CERTIFICATION

I, Charlie Slack, declare the following:

CWS Construction Group, Inc. has contracted with OUSD for the Castlemont Field & Bleachers Replacement Project Contract ("Contract"). CWS Construction Group, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated October 5, 2022, and entitled COR 009, and requesting \$130,354.61 and/or 0 additional days), and I prepared the attached COR. I am the most knowledgeable person at CWS Construction Group, Inc. regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or CWS Construction Group, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that OUSD is responsible under its Contract with CWS Construction Group, Inc.

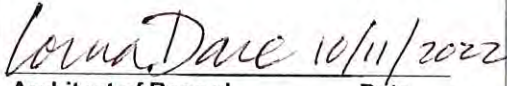
While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for CWS Construction Group, Inc. when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 5, 2022, at Oakland, California.

[signature]

CWS Construction Group Inc [name of declarant/contractor]

Initiated By:  Architect of Record Date 10/11/2022	Reviewed By:  Project Manager Date	Acknowledged By: CWS Construction group inc 10/5/22 Contractor Date
OUSD APPROVAL:  Director of Facilities Date 10/21/22	OUSD Approval:  Deputy Chief Date 10/21/22	

OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
PROJ # 17115
COR#009 PROCUREMENT OF SCOREBOARD EQUIPMENT

To: M. TORRES/PM
From: Emil Vinuya, PE/Chief Cost Estimator
Date: 11-Oct-22

General Comments:

1 GENERAL CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Cost appears reasonable and comparable to similar scoreboard equipment in other school within the District.

2 GENERAL CONTRACTOR's COST PROPOSALS	\$ 130,354.61
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ESTIMATED CONSTRUCTION COST FOR CCR#009	\$ 130,354.61
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COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 11-Oct-22

Decription : **COR#009
PROCUREMENT OF SCOREBOARD EQUIPMENT**

Reference Drawing: Cost Proposal dated 09/06/2022
GEN. CONTRACTOR: CWS CONSTRUCTION GROUP INC.

Total 3 Laborers (12 manhours) from / Costs		(B) Total Material	(C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ -	\$ -	\$ -		\$ -
4					
5					
6					
7	\$ -	+ \$ -	+ \$ -		= \$ -
8					
9	Expenses:				
10	Material Sales Tax.....		10.25%	of Total Material:	Incl.
11	Rental Sales Tax.....		10.25%	of Total Rental:	Incl.
12					
13	Subtotal - Line 7 thru 12:				\$ -
14					
15	General Contractor OH, B&IP, &P:		15.00% *	Total Cost	\$ -
19					
20	Subtotal - Line 13 thru 19:				\$ -
21					
22	Sub-Subcontractor's Cost - DAKTRONICS				\$ 122,312.56
23					
24	SUBTOTAL - SUB				\$ 122,312.56
25	General Contractor OH&P on Sub Cost:		5.00%		\$ 6,115.63
29	SUBTOTAL				\$ 128,428.19
30	Bonds & Insurance Premium				\$ 1,926.42
31					
31	TOTAL PROBABLE CONSTRUCTION COST - CWS CONSTRUCTION GROUP, INC.				\$ 130,354.61

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT
CASTLEMONT HS ATHLETIC FIELD & BLEACHERS
Oakland, CA**

Project Number: 17115
Date: 11-Oct-22

Description : **COR#009
PROCUREMENT OF SCOREBOARD EQUIPMENT**

Reference Drawing: Cost Proposal dated 09/06/2022
SUBCONTRACTOR: DAKTRONICS

Total LABOR		IN(Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ -	\$ 122,312.56	\$ -	\$ -	\$ 122,312.56
4					
5					
6					
7	\$ -	+ \$ 122,312.56	+ \$ -	\$ -	= \$ 122,312.56
Expenses:					
Material Sales Tax.....		10.25%		of Total Material:	Incl.
Rental Sales Tax.....		10.25%		of Total Rental:	Incl.
Subtotal - Line 7 thru 12:				\$	122,312.56
General Contractor OH, B&IP, &P:		10.00% *	Total Cost		Included
*(Overhead, Bond & Insurance Premiums & Profit)					
Subtotal - Line 13 thru 19:				\$	122,312.56
Sub-Subcontractor's Cost - None				\$	-
General Contractor OH&P on Sub Cost:		5.00% *			\$ -
TOTAL PROBABLE CONSTRUCTION COST -DAKTRONICS				\$	122,312.56

Detailed Estimate

CASTLEMONT HS ATHLETIC FIELD IMPROVEMENTS											
Date: 10/11/2022											
No.	COR#009	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		EQUIPT. COST	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		DAKTRONICS									
Project Description:		PROCUREMENT OF SCOREBOARD EQUIPMENT									
1	SCOPE OF WORK:										
2	Excavate, Bedding & Backfill										
3											
4	MATERIALS										
5	Per Daktronic Quotes #803308-2-0										
6	Daktronics Live Video Display LVX-2160-154x264-16MT-MR-LT-18, 8.4'x1.8' Ad Panels	1	EA	0.000	0.00			\$103,703.00	\$ 103,703.00		
7	Sales Tax	10.25%						\$103,703.00	\$10,629.56		
8	Shipping to Site	7.70%	LS	0.000	0.00			\$103,703.00	\$ 7,980.00		
9											
10											
11											
12											
13											
14	LABOR:										
15	Excluded	0.00	EA	0.00	0.00	\$ -	\$ -				
16											
17											
18											
19											
20											
21	EQUIPMENT										
22	Not Used										\$ -
23											
24											
25											
26											
27											
28	SHEET TOTALS						\$0.00		\$ 122,312.56		\$ -

1301 Grant Ave. Suite 8, NOVATO, CA 94945 PHONE: (415) 599-6545

To: **Oakland Unified School District**
955 High street
Oakland, CA 94601

COR 009

DATE: October 5th, 2022

PROJECT: Castelmont HS Fields & Bleachers

JOB # : CWS # 290

ATTN: Mike Torres

We submit for your approval the following cost estimate of changes in work as follows:
Scoreboard Equipment Procurement

This change was requested by: ASI #006 "Scoreboard" district review

	ITEM	ENCL. #	LABOR	MTL/EQUIP	SUBS	TOTAL
1	Scoreboard Equipment Procurement From DAKTRONICS				\$122,312.56	\$122,312.56
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			\$0.00	\$0.00	\$122,312.56	\$122,312.56
	MARK-UP ON LABOR	15 %				
					SUBTOTAL	\$122,312.56
	MARK-UP ON MATERIAL & EQUIP.	15 %				\$0.00
					SUBTOTAL	\$122,312.56
	MARK-UP ON SUBCONTRACTORS	5 %				\$6,115.63
					SUBTOTAL	\$128,428.19
	ADDITIONAL INS BOND PREMIUM @	1.5 %				\$1,926.42
						\$130,354.61
	TOTAL AMOUNT FOR CHANGE PROPOSAL				\$	130,354.61
	TIME EXTENSION REQUIRED FOR THIS CHANGE					Deferred
						(WORKING DAYS)

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time re the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section

"It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, damages, or time extensions included are deemed waived."

CWS expressly reserves the right to submit a separate change order for any extra time extensions associated with this change order once the full extent of the impact is known.

We have proceeded with this change, and work orders have been sent to the subcontractors, in accordance with

☐ We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by _____ in order to avoid additional time extension and/or expense.

APPROVED:

CWS CONSTRUCTION

DATE: _____

BY: CHARLIE SLACK



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
I 800-325-8766 605-692-0200 F 605-697-4700

Thank you for choosing Daktronics.

The following items are required to process your order:

- ☐ **Please verify that this equipment fulfills your project needs**
- ☐ **Signed Quote**
- ☐ **Validate and complete Project Site Information page, return with order**
Help ensure Daktronics shipping, invoicing, and service locations are accurate.
- ☐ **Payment & Invoicing** – Please provide Payment with Order. Contact your sales team for payment options. Invoice available by request.
- ☐ **Tax Status** – Applicable taxes included - subject to change

You may submit your order to your sales team via the following methods.

Email: Attention: Brett Robinson – brett.robinson@daktronics.com Gary Delaney – gary.delaney@daktronics.com	Mail: Daktronics, Inc Attn: Gary Delaney PO Box 5128 Brookings, SD 57006
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After your order has been placed:

- ☐ **[Freight Unloading Guidelines](#)** – Shipping to site via Independent Carrier (step deck trailer). Crane or telehandler required for unloading.
- ☐ **Logos, Graphics or Sponsor Advertisements** – [vector files](#) must be submitted with your order documents, not to exceed 1 week of order placement. Once artwork is received, you will be sent a final layout requesting your approval before production. If artwork is not received, the panels will be painted the same as scoreboard and shipped blank.

DAKTRONICS QUOTE # 803308-2-0

CWS Construction Group
 Charlie Slack
 42 Digital Dr
 NOVATO, CA USA 949495762
 Phone: (415)599-6545
 Fax:
 Email: charliejr.cws@gmail.com

30/Sep/2022
 Quote valid for: 60 days
 Terms: Payment With Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: Castlemont High School - Stadium Video

Item No.	Model	Description	Qty	Price
1	LVX-2160-154X264-16MT-MR-LT-18, 8.4' x 1.8' Ad Panels	Daktronics Live Video Display Matrix: 154 lines by 264 columns Line Spacing: 16mm LED Color: RGB- - 281 Trillion Colors Cabinet Dimensions: 8' 5" H X 18' 0" W X 0' 11" D (Approx. Dimensions) Max Power: 5270 watts/display Weight: Unpackaged 1470 lbs per display; Packaged 1770 lbs per display	1	\$103,703.00
	Control-1 video input (Primary Player & Processor Only) w/ Laptop	Standard Definition or High Definition (1080p); 1 video input	1	
	Standard Video All Sport® RTD Input Kit	Displays Game-In-Progress Information	1	
	W-1489	Fiber Optic Cable; 50 µm Multimode; 6 Fiber with non-terminated ends	1000	
	Daktronics System Installation Drawings >100	Attachment support system drawings	1	
	Daktronics System Electrical Drawings >100	Power and control system drawings	1	
	System Startup	Final Commissioning of Equipment	1	
	MS-2030-A-PV-F	PanaView® Multi-Sport Scoreboard; Scoreboard Color: Purple (78796); Caption Color: White (7725-10) Cabinet Dimensions: 4' 6" H X 18' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 170 watts/display Weight: Unpackaged 308 lbs per display; Packaged 510 lbs per display	1	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	10" QTR / HALF Captions	Reversible Conversion Kit	1	



DAKTRONICS QUOTE # 803308-2-0

	Stripe; 0A-1192-0277	Perimeter Border Stripe for MS-2006/MS-2012/MS-2030 Scoreboard; Color: White (7725-10)	1	
	120VAC Trumpet Horn #55	For Outdoor Scoreboards	1	
	DA-1001-18 with Non-Backlit Lettering and Screen Backing	Arch Truss; Alum, 3ft tall x 18ft long w/ 50% Non-Backlit Lettering/Logo & Screen Backing. Cabinet Dimensions: 3' 0" H X 18' 0" W X 0' 3" D (Approx. Dimensions) Weight: Unpackaged 225 lbs per display; Packaged 450 lbs per display	1	
2	Taxes	At 10.25% - Subject to change	1	\$10,629.56
3	FREIGHT	Shipping to site via Independent Carrier (step-deck trailer). Crane or telehandler required for unloading.	1	\$7,980.00
Services				
4	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	Standard Video with SCS One-on-One Webinar Training		1	
	Custom RTD Frames -- Single Logo Background	Custom Logo RTD Frames. 1-3 RTD Frames	1	
	Team Spirit Vol.1 Animations Starter Package	Personalized Package - Your School Colors, Mascot/Logo - 20 Pre-Selected Popular/Essential Animations Included	1	
	School Logo - Static	Your Team Mascot or School logo with your school colors - still file no movement	1	
	School Logo - Animated	Your Team Mascot or School logo animated with your school colors	1	

Total Price Including Applicable Tax:	\$122,312.56
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Please reference listed sales literature: DD1628383 for G5C5-W, DD1923154 for Control-1 video input (Primary Player & Processor Only) w/ Laptop, DD1936413 for Standard Video All Sport® RTD Input Kit, DD2563729 for Custom RTD Frames -- Single Logo Background, DD2568960 for School Logo - Animated, DD2568960 for School Logo - Static, DD3872894 for LVX-2160-154X264-16MT-MR-LT-18, 8.4' x 1.8' Ad Panels, DD4042205 for MS-2030-A-PV-F, SL-03991 for AS-5010 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver, SL-08028 for DA-1001-18 with Non-Backlit Lettering and Screen Backing



Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|------------------------------------|
| - Electrical Installation | - Physical/Mechanical Installation |
| - Structure | - Foundation |
| - Power | - Hoist |
| - Engineering Certification | - Signal Conduit |
| - Labor to Pull Signal Cable | - Applicable Permits |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 803308-2 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

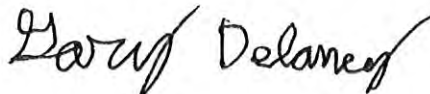
Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.



Brett Robinson
PHONE: 605-692-0200 Ext 58096
FAX:
EMAIL: Brett.Robinson@daktronics.com



Gary Delaney
PHONE: 605-692-0200
FAX: 605-692-0381
EMAIL: Gary.Delaney@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title



PROJECT SITE INFORMATION – REQUIRED TO PLACE YOUR ORDER

This document is for order processing purposes only and is not intended to be part of the Agreement

Daktronics Quote # 803308-2-0

Purchase Order Information:

PO# _____

PO Date _____

Purchaser (Bill To) hereby confirms that the equipment is to be delivered to (Ship To) and may be installed by Purchases or Daktronics, as indicated elsewhere herein, at the address (Installation Location) indicated below unless otherwise specified.

SHIP TO: (delivery location)

Company: Castlemont High School

Contact: Imelda Meza

Street Address: 8601 MacArthur Blvd.

City: Oakland

State: CA Zip: 94605

Telephone: 510-813-2130

Email: (for shipping notification)
imelda.meza@ousd.org; al.anderson@ousd.org

Additional Email: (for shipping notification)
imelda.meza@ousd.org; al.anderson@ousd.org

INSTALLATION LOCATION: (end user) ID# OAK011-003

Company: Castlemont High School

Contact: Imelda Meza

Street Address: 8601 MacArthur Blvd.

City: Oakland

State: CA Zip: 94605

Telephone: 510-813-2130

Email: (for order acknowledgement)
imelda.meza@ousd.org; al.anderson@ousd.org

Training Contact & Email: (if applicable)
imelda.meza@ousd.org; al.anderson@ousd.org

BILL TO: (receive and pay invoices) ID# _____

Company: CWS Construction Group

Contact: Charlie Slack

Street Address: 42 Digital Dr

City: NOVATO

State: CA Zip: 94949-5762

Telephone: (415)599-6545

Email: charliejr.cws@gmail.com

LOGO & AD COPY APPROVAL

(if applicable)

Name: Imelda Meza

Email: imelda.meza@ousd.org

Logos, Graphics, or Sponsor Advertisements

Vector files must be submitted with your order documents, not to exceed 1 week of order placement. If artwork is not received, the panels will be painted the same as your scoreboard or display and shipped blank.



ATTACHMENT A

Installation Responsibilities Checklist: Outdoor

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide payment and performance Bond.
	✓	2. Secure necessary construction permits.
	✓	3. Removal of existing equipment.
	✓	4. Removal of existing structure (excluding footings).
	✓	5. Disposal of existing equipment.
	✓	6. Disposal of existing structure (excluding footings).
✓		7. Generate and issue standard product attachment drawings.
✓		8. Generate and issue standard product electrical and signal drawings.
✓		9. Generate and issue site specific electrical and signal drawing submittals for scoring, video equipment.
✓		10. Generate and issue site specific equipment shop drawing and attachment detail submittals for scoring, video equipment.
	✓	11. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	12. Provide soil investigation report at time of order.
	✓	13. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	14. Engineering design and certification for structure and footing design.
	✓	15. Engineering design and certification for Equipment attachment design.
	✓	16. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	17. Mark location of the new Equipment as delineated in the quote.
	✓	18. Locate public underground utilities.
	✓	19. Locate private underground utilities.
	✓	20. Landscaping to include all.
	✓	21. Provide camera-ready artwork for ad panels, and logos at time of order.
	✓	22. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
	✓	23. Site clean-up after Daktronics work.
✓		24. Crating and shipping of all equipment to facility via common or independent carrier.
	✓	25. Accept, lift, unload, and inspect all scoring, video equipment and control equipment from carrier.
	✓	26. Provide storage of scoring, video equipment and control equipment in a safe, dry, and secure location until installation.
✓		27. Provide Equipment attachment hardware.
	✓	28. Install Equipment attachment hardware.



DAKTRONICS QUOTE # 803308-2-0

✓	29. Excavation of direct imbed drilled pier foundation(s) including spoils removal. Pouring and finishing of concrete for footings. (Note: Daktronics assumes class 3 soil per the International Building Code to determine footing / structure estimates included in this quotation. In the event rock, water, or if soil conditions other than class 3 soil are encountered (including soft soils, unstable or collapsing soils, expansive soils, organic materials, or anything unexpected condition is encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%).
✓	30. Steel fabrication and install support structure - excluding catwalk(s), ladder-way(s).
✓	31. Prime and paint main support structure.
✓	32. Prime and paint substructure
✓	33. Lift and mount Equipment listed in this quotation.
✓	34. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.
✓	35. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
✓	36. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
✓	37. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
✓	38. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓	39. Mount and install fiber patch panel as required by electrical and signal drawings.
✓	40. Provide and install signal cable conduit, with pull string, from control location to each camera location, as delineated in the electrical and signal drawings.
✓	41. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓	42. Furnish signal cable as delineated on the quote.
✓	43. Labor to pull all new signal cable (and remove existing cable, if required).
✓	44. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓	45. Remote power control/switching (contactors and wiring).
✓	46. Terminate signal cable at control location and scoring, video Equipment.
✓	47. Provide a climate controlled and secure control room for all control systems. Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).



DAKTRONICS QUOTE # 803308-2-0

	✓	48. Provide high speed internet connection to control room equipment.
	✓	49. Required power outlets on clean dedicated circuit(s) for all scoring, video and control equipment.
✓		50. Provide computer(s) for control software.
✓		51. Unpack, set-up, hook-up, and testing of control system.
✓		52. Set-up and testing of results/statistics/timing system including portable cabling and Daktronics software installation.
	✓	53. Provide personnel for maintenance and operator training.
✓		54. Perform maintenance training during installation.
✓		55. Perform operator training.
✓		56. Perform final systems testing and commissioning.
	✓	57. Final acceptance, per DF-1252.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.



ARCHITECTS SUPPLEMENTAL INSTRUCTIONS

OWNER	X
ARCHITECT	X
CONTRACTOR	X
IOR	X

PROJECT: Castlemont High School Field & Bleachers

ASI NO.: 06

OWNER: Oakland Unified School District

DATE: 9/29/2022

TO: (Contractor) CWS Construction Group, Inc.
1301 Grant Ave., Suite B
Novato, CA 94945

ARCHITECT'S PROJECT NO.: 1814
CONTRACT FOR:

The work described herein shall be carried out in accordance with the following instructions and in accordance with the Contract Documents. The contractor shall notify the architect in writing within five (5) working days of receipt of this Supplemental Instructions Document and prior to performing the work if the work described herein results in any changes to the Contract Sum or Contract Time.

Item No. 1:

Description of Changes: Remove existing scoreboard, columns, footings, and utilities not to be reused. Provide design, structural engineering and installation of new Daktronics scoreboard with structural columns, footings, pavement and utilities, etc. for a complete installation. Scoreboard design and structural engineering of columns and footings, etc. shall be sufficient for submittal to DSA for review and approval.

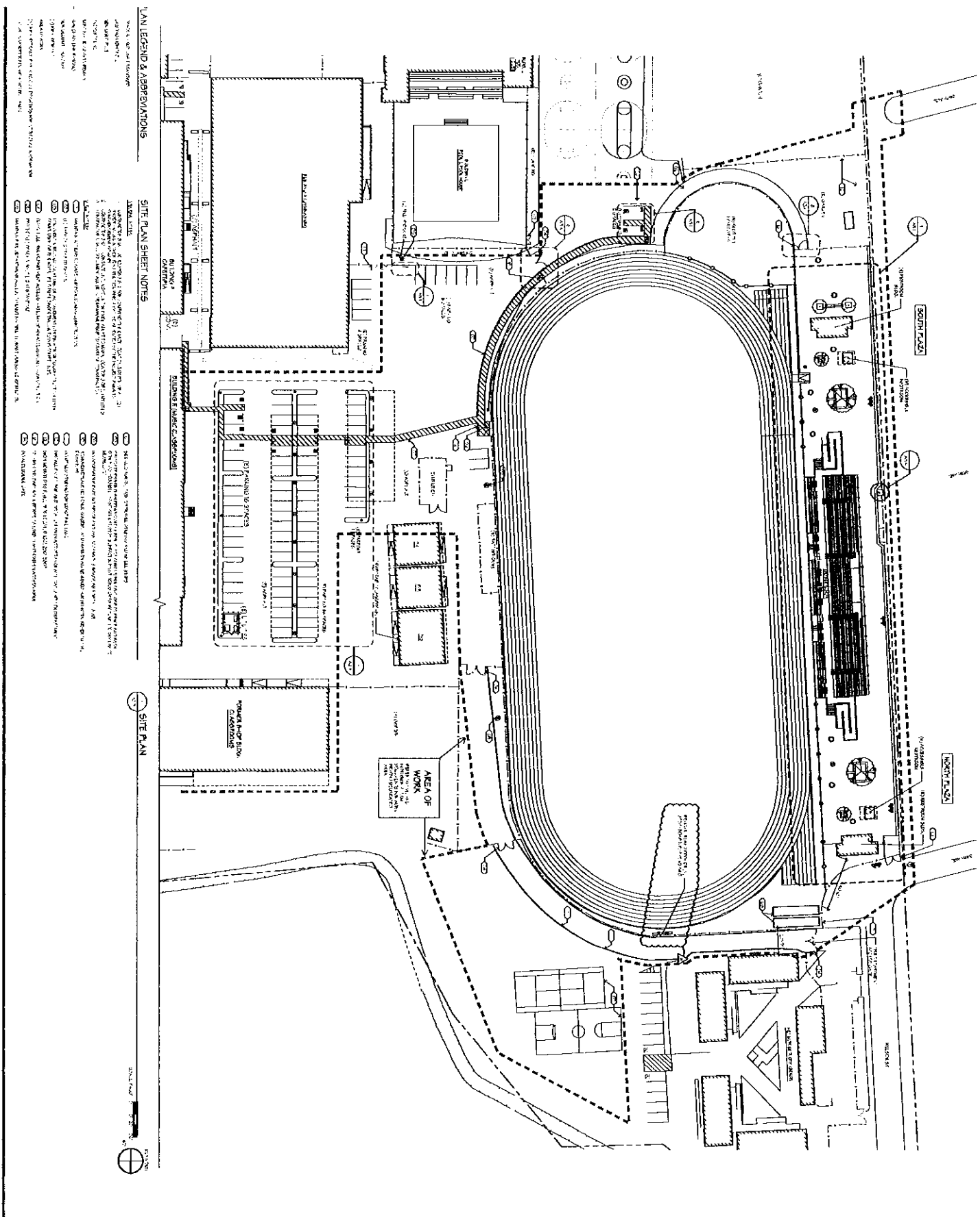
Reason: Owner decision to replace scoreboard

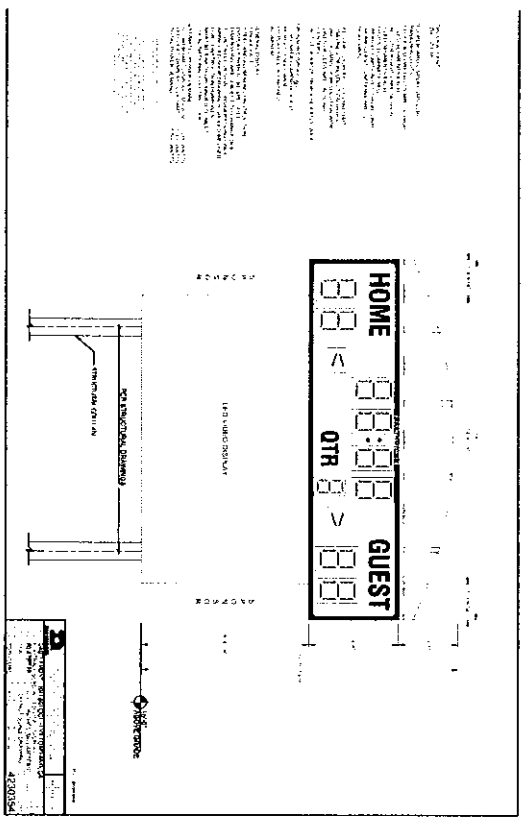
Attachments: Drawings A2.2, A4.0, E1.2 & E3.2, dated 9/29/22 Delta 6

END OF ASI DOCUMENT NO. 06

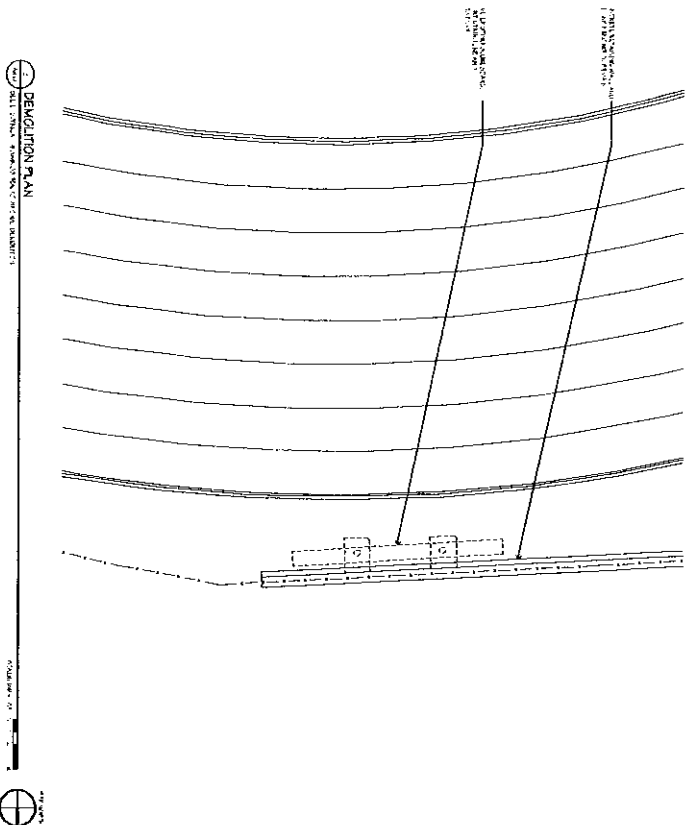
ARCHITECT: *murakami / Nelson Architects*
155 Filbert Street, Suite 250
Oakland, CA 94607

BY: Lorna Dare, Architect

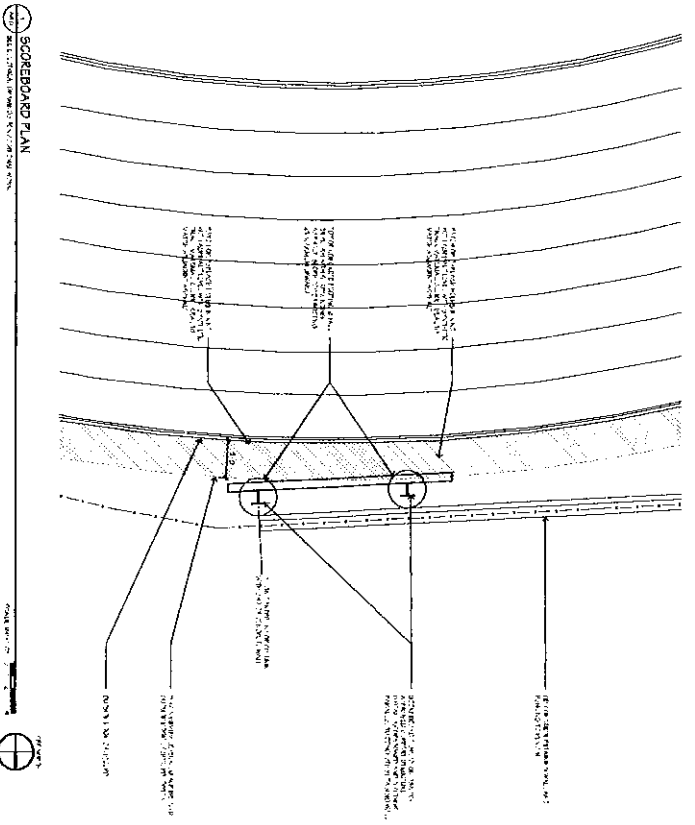




SCOREBOARD ELEVATION



DEMOLITION PLAN



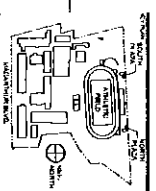
SCOREBOARD PLAN



murrumbidgee
ARCHITECTURE & PLANNING

**CASTLEMONT
HIGH SCHOOL
FIELD & BLEACHERS**

DATE: 10/10/10
BY: [Signature]
CHECKED: [Signature]



SCOREBOARD PLAN & ELEVATION

DATE: 10/10/10	BY: [Signature]
CHECKED: [Signature]	SCALE: 1:100
PROJECT: CASTLEMONT HIGH SCHOOL	AN L.D. DWG. CD. 101
A4.0	

2 FUTURE Y GENERAL EMERGENCY DISTRIBUTION



Future Y-Emergency

1 ELECTRICAL STADIUM SITE PLAN

SCALE: 1" = 20'-0"

SHEET NOTES

- 1. SEE LIST FOR (1) OF 10 SHEETS.
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).
- 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).

AV CONDUIT NOTES:

1. ALL AV CONDUIT SHALL BE IN ACCORDANCE WITH THE 2014 NATIONAL ELECTRICAL CODE (NEC) AND THE 2014 CALIFORNIA ELECTRICAL CODE (CEC).

USA

DESIGNER: [Firm Name]

1-800-642-2444



murakami/nelson
ARCHITECTURAL CORPORATION
ARCHITECTURE + PLANNING

CASTLEMONT HIGH SCHOOL FIELD & BLEACHERS

8001 VACANTURIN BLVD.
OAKLAND, CA 94607

USA

DESIGNER: [Firm Name]

1-800-642-2444

ELECTRICAL STADIUM SITE PLAN

E1.2



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Castlemont High School Field and Bleachers Replacement Project	Site	301
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	☒ 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

Contractor Name	CWS Construction Group, Inc.	Agency's Contact	Charlie Slack Jr.		
OUSD Vendor ID #	007886	Title	President		
Street Address	1301 Grant Ave, Suite B	City	Novato	State	CA
Telephone	415-599-6545	Policy Expires			
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No		
OUSD Project #	17115				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-20-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-4-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$245,085.71
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9739	Fund 21 Measure Y	210-9655-0-9739-8500-6271-301-9180-9906-9999-17115	6271	\$245,085.71

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	11/7/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	11/7/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature for T.N.	Date Approved	11/8/22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Gary Yee, President, Board of Education	Date Approved	12-1-2022		

Board Office Use: Legislative File Info.	
File ID Number	22-1518
Introduction Date	6-29-2022
Enactment Number	22-1329
Enactment Date	6-29-2022 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

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

Board Meeting Date June 29, 2022

Subject Agreement Between Owner and Contractor - Competitively Bid – CWS Construction Group, Inc.– Castlemont High School Field & Bleachers - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **CWS Construction Group, Inc.**, Novato, California, for the latter to provide construction services which consist of replacement of the outdoor athletic field, track, specialty athletic sports areas, and bleachers for the **Castlemont High School Field & Bleachers Project**, in the amount of **\$8,374,500.00**, which includes a contingency allowance of **\$9,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 30, 2022**, and scheduled to last for two hundred days (200), with an anticipated ending of **January 15, 2023**.

Discussion The scope of work of the contract consists of replacement of the athletic field, track & bleachers at Castlemont High School. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 64.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **CWS Construction Group, Inc.**, Novato, California, for the latter to provide construction services which consist of replacement of the outdoor athletic field, track, specialty athletic sports areas, and bleachers for the **Castlemont High School Field & Bleachers Project**, in the amount of **\$8,374,500.00**, which includes a contingency allowance of **\$9,500.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 30, 2022**, and scheduled to last for two hundred days (200), with an anticipated ending of **January 15, 2023**.

Fiscal Impact Fund 21 Building Fund, Measure J & Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1518

Department: Facilities Planning and Management

Vendor Name: CWS Construction Group, Inc.

Project Name: Castlemont High School Field & Bleachers

Project No.: 17115

Contract Term: Intended Start: June 30, 2022

Intended End: January 15,

Total Cost Over Contract Term: \$8,374,500.00

2023

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

CWS Construction Group, Inc., was selected by the District as the lowest responsible and responsive bid.

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

CWS Construction Group, Inc., will provide construction services which consists of replacement of the outdoor athletic field, track specialty athletic sport areas, and bleachers. Existing restroom facilities will be upgraded for the Castlemont HS Field & Bleachers Project.

Was this contract competitively bid?



Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 30, 2022**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **CWS CONSTRUCTION GROUP, INC.** hereinafter called the “Contractor.”

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

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

Castlemont High School Field & Bleachers Project, located at 8601 Mac Arthur Blvd, Oakland, CA 94605,

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

Murakami Nelson Architectural Corporation, 155 Filbert Street, Oakland, CA, 94607, PH: 510-444-7959,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Bid Alternate Scopes 1 and 2 (internet connection and public address system, respectively).

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

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

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be two hundred (**200**) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed,

or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 30, 2022**, in which case the deadline for Completion would be **January 15, 2023**.

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

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

Accordingly, the parties agree that \$1,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,000.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing

another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **EIGHT MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$8,374,500.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **NINE THOUSAND FIVE HUNDRED DOLLARS NO/100 (\$9,500.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

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

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

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

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

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

be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

By this statement the Contractor represents that it has secured the payment of

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

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

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

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

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

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

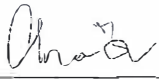
ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of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

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

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

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

CONTRACTOR:
CWS CONSTRUCTION GROUP, INC.

Signature:  6/2/22
Date

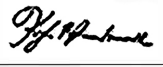
Name: Charlie Slack
Chairman, Pres., or Vice Pres. President

Signature:  6/2/22
Date

Name: Charlie Slack Jr
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Treasurer

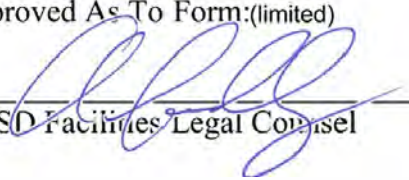
OAKLAND UNIFIED SCHOOL DISTRICT

 6-30-2022
Gary Yee, President, Board of Education Date

 6-30-2022
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

 6.17.22
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning and Management

Approved As To Form:(limited)



OUSD Facilities Legal Counsel

6/10/22

Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

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

DOCUMENT 00 61 00
PERFORMANCE BOND

Bond Number: S7A2SU0000028

KNOW ALL MEN BY THESE PRESENTS that we, CWS Construction Group, Inc., as Principal, and American Alternative Insurance Corporation, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of Eight Million, Three Hundred Seventy Four Thousand, Five Hundred and no/100 Dollars (\$8,374,500.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated June 30th, 2022, for construction of

the Castlemont HS Field & Bleachers Replacement Project (the "Contract"), which consists of:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont High School
Field & Bleachers Replacement
Project No. 17115
February 11, 2022

PERFORMANCE BOND
DOCUMENT 00 61 00 -1

6JUN'22AM11:51

FACILITIES MGMT

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 2nd day of June, 2022, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)


(Individual Principal)
Charlie Slatt
1301 Grant Ave, Suite B
Novato, CA 94945
(Business Address)

(Affix Corporate Seal)

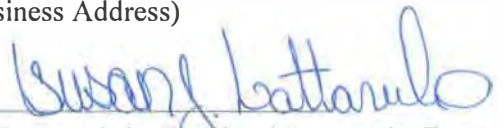
CWS Construction Group, Inc.
(Corporate Principal)

1301 Grant Ave, Suite B
Novato, CA 94945
(Business Address)

(Affix Corporate Seal)

American Alternative Insurance Corporation
(Corporate Surety)

555 COLLEGE ROAD EAST
P.O. BOX 5241
PRINCETON, NJ 08543
(Business Address)

By: 
Susan J. Lattarulo, Attorney-in-Fact

The rate of premium on this bond is ** _____ per thousand.

The total amount of premium charged is \$62,637.00

The above must be filled in by Corporate Surety.

First \$ 500,000 @ \$14.40
Next \$2,000,000 @ \$ 8.70
Next \$2,500,000 @ \$ 6.90
Next \$2,500,000 @ \$ 6.30
Over \$7,500,000 @ \$ 5.76

DOCUMENT 00 61 01

PAYMENT BOND

(Labor and Material)

Bond Number: S7A2SU0000028

KNOW ALL MEN BY THESE PRESENTS:

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

the Castlemont HS Field & Bleachers Replacement Project Contract, at 8601 MacArthur, Oakland, the Contract, which consists of:

which said agreement dated June 30th, 2022, and all of the Contract Documents are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned American Alternative Insurance Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Eight Million, Three Hundred Seventy Four Thousand, Five Hundred and no/100 Dollars (\$8,374,500.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 2nd day of June, 2022.

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

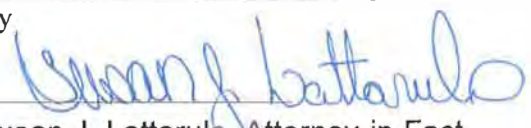
CWS Construction Group, Inc.

Principal


Cheryl Stack

American Alternative Insurance Corporation
Surety

By:


Susan J. Lattarulo Attorney-in-Fact

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont High School
Field & Bleachers Replacement
Project No. 17115
February 11, 2022

PAYMENT BOND
DOCUMENT 00 61 01 -2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate acknowledges the truthfulness, accuracy or validity of that document.

only the identity of the individual who signed the document.

State of Colorado

County of Denver

On June 2, 2022 before me, Angelica Chavez, Notary Public

personally appeared Susan J. Lattarulo

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 Angelica Chavez Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
 - ☐ Corporate Officer – Title(s): _____
 - ☐ Partner - ☐ Limited ☐ General
 - ☐ Guardian or Conservator
 - ☐ Attorney-in-Fact
 - ☐ Trustee
 - ☐ Other: _____
- Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
 - ☐ Corporate Officer – Title(s): _____
 - ☐ Partner - ☐ Limited ☐ General
 - ☐ Guardian or Conservator
 - ☐ Attorney-in-Fact
 - ☐ Trustee
 - ☐ Other: _____
- Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Justin R Tomlin; John Browning; Thomas F McCoy Jr; Kelli E Housworth; and Susan J Lattaruloits

true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
President

Attest:

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



J. Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of June, 2022



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2023 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

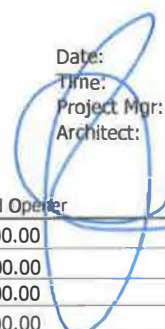
Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Castlemont High School
Project: Field & Bleachers
Project #: 17115
Estimate: \$7.5M

Date: Tuesday, May 17, 2022
Time: 2:00 P.M.
Project Mgr: Al Anderson/Mike Torres
Architect: Murakami/Nelson

Signature of Witness to Bid: 

Signature of Bid Opener: 

Company:	CWS Construction Group, Inc.	Base Bid:	\$8,155,000.00	Required Day of Bid:	
Address:	1301 Grant Ave, Ste. B	Allowance:	\$9,500.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$8,374,500.00	Addendum Acknow.	X
Phone:	415-599-6545	Alternates:	\$ 130,000.00	Bid Bond	X
Fax:	415-209-0228	#2	80,000.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		2:00 PM	5/17/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:05 PM	5/17/2022	DVBE Forms	X
Company:	McGuire and Hester	Base Bid:	\$8,900,000.00	Required Day of Bid:	
Address:	9009 Railroad Ave	Allowance:	\$9,500.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$8,909,500.00	Addendum Acknow.	X
Phone:	510-632-7676	Alternates:	\$181,125.00	Bid Bond	X
Fax:	510-562-5209		\$110,400.00	Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		2:00 PM	5/17/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	X
		2:05 PM	5/17/2022	DVBE Forms	X
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$9,500.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$9,500.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
		<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form	
				DVBE Forms	



LBU Program Consultants to OUSD

MEMORANDUM

Date: May 20, 2022

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Compliance Memo – CWS Construction Group, Inc.
Castlemont High School Field and Bleacher Replacement
Project No. 17115

Note: Considering the projects three listed specialty trades, the LBU Program mandatory minimum of 25% LBE and 25% SLBE will only be applied to the value of work exclusive of the turf manufacturing/install, synthetic track manufacturing/install, and the bleachers with press box.

SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Castlemont High School Field and Bleacher Replacement Project submitted by CWS Construction Group, Inc.

- CWS Construction Group, Inc. achieved 64% LBU (10% LBE and 54% SLBE/SLRBE).

RECOMMENDATION:

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

Cc: Kenya Chatman
Tadashi Nakadegawa

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: CWS Construction General
 Project: Customer Field
 Project #: 17115
 Estimate:

Bid Opening Dat
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <u>CWS Construction</u> Address: <u>1311 Broadway, Suite B</u> City/State: <u>Alameda, CA 94601</u> Phone: <u>415-517-6100</u>	\$				
Company: <u>AMG</u> Address: <u>2435 Idaho St.</u> City/State: <u>Oakland, CA</u> Phone: <u>510-654-3000</u>	\$35,000		10%		5331
Company: <u>Argent Materials</u> Address: <u>8300 Baldwin Street</u> City/State: <u>Oakland, CA</u> Phone: <u>510-670-7100</u>	\$35,000	1%			7665
Company: <u>CWS Construction</u> Address: <u>200 Sixth St</u> City/State: <u>Oakland, CA</u> Phone: <u>510-415-3650</u>	\$3,056,000		37% 53%	total Bid Total minus	2017002503 Bleacher & Turf
Company: <u>Bec Electric</u> Address: <u>8108 Copwin Drive</u> City/State: <u>Oakland, CA</u> Phone: <u>510-635-1477</u>	\$575,000	70% 10%	total total	minus Bleacher & Turf	4673
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

110% 54% 65%

total CWS & 10% minus Bleacher & Turf

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of CWS Construction Group, Inc. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Castlemont High School Field & Bleachers Project, 8601 MacArthur Blvd., Oakland, CA 94605** (the "Contract").

The Contract Documents were prepared by Murakami/Nelson Architectural Corporation, 155 Filbert Street, Suite 250, Oakland, CA 94607, 510-444-7959 x217

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

<u>Base Bid Amount</u>	Dollars	\$ <u>8,150,000</u>
<u>one hundred thirty thousand</u> Dollars \$ <u>130,000</u>		
Add Alternate #1 - Internet Connection and Horizontal Directional Drilling:		
<u>Eighty thousand</u>	Dollars	\$ <u>80,000</u>
Add Alternate #2 - Public Address System:		
<u>nine thousand five hundred</u>	Dollars	\$ <u>9,500.00</u>
Contingency Allowance		
<u>Eight million three hundred</u>	Dollars	\$ <u>8,374,500</u>
Total Bid Amount <u>Seventy Four thousand Five hundred.</u>		
Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.		

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont High School
Field & Bleachers
Project No. 17115
February 11, 2022

BID FORM
DOCUMENT 00 31 01

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of:

Miscellaneous:

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

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

<https://www.sam.gov/portal/public/SAM>

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

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

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

1301 Grant Ave, Suite B, Novato, CA 94945

Our Public Liability and Property Damage Insurance is placed with:

Zurich American Insurance Corporation

Our Workers' Compensation Insurance is placed with:

Everest Premier Insurance Company

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

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

Addendum No. 1 Date 05/16/2022 Addendum No. Date
Addendum No. 2 Date 05/16/2022 Addendum No. Date
Addendum No. 3 Date 05/16/2022 Addendum No. Date

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Castlemont High School
Field Bleachers
Project No. 17115
February 11, 2022

18R52639413

BID FORM
DOCUMENT 001 31 (1)

Print or Type Name: Charlie Slack
Title: Secretary
Name of Company as Licensed in California: CWS Construction Group, Inc.
Business Address: 1301 Grant Ave, Suite B, Novato, CA 94945
Telephone Number: 415 599 6545
California Contractor License No.: 811153
Class and Expiration Date: A and B, 04/30/2023
Public Works Contractor Registration No.: 1000020287
State of Incorporation, if Applicable: California



DESIGNATION OF SUBCONTRACTORS
DOCUMENT NO 00 40 01

PROJECT: Castlemont High School Field and Bleacher Replacement (Project Name)

PROJECT NO: 17115 BIDDER'S NAME CWS Construction Group, Inc.

DIR 10 Digit Registration No: 1000020287

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

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

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

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds

OAKLAND UNIFIED SCHOOL DISTRICT	DESIGNATED SUBCONTRACTORS LIST
Castlemont High School Field & Bleachers Replacement Project No. 17115 February 11, 2022	DOCUMENT 00 40 01 -1

for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Demol / Abatement	35,000	AMG- 510-654-8445	Oakland, CA	586844	100003666
Bleachers	1,220,000	Sarthein -940-549-1815	Texas	524447	100001223
Concrete, Rebar, Earthwork Tracing, Facing, utility work Crew, Erosion, Fencing, Roofing Landscaping, utility, etc. minor	3,056,000	Cooper -510-415-1874	Oakland, CA	1038186	10000428155

OAKLAND UNIFIED SCHOOL DISTRICT	DESIGNATED SUBCONTRACTORS LIST
Castlemont High School Field & Bleachers Replacement Project No. 17115 February 11, 2022	DOCUMENT 00 40 01 -2

Turf	1,122,000	Field turf 924-2969	Santa Rosa	849044	100004625
Plumbing	120,000	Cal Pacific 411-252-8600	Brisbane CA	924244	100004768
Electrical	575,000	Bec. 510-635-1444	Oakland CA	470977	100000547

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 16, 2022, at Novato [city], CA [state].

Signature: 

Print Name: Charlie Slack

OAKLAND UNIFIED SCHOOL DISTRICT	DESIGNATED SUBCONTRACTORS LIST
Castlemont High School Field & Bleachers Replacement Project No. 17115 February 11, 2022	DOCUMENT 00 40 01 -3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2022

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

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

PRODUCER
(PT) Heffernan Insurance Brokers
101 Second Street, Suite 120
Petaluma CA 94952

License#: 0564249
CWSCONS-04

CONTACT

NAME:

PHONE

(A/C, No, Ext): 707-781-3400

FAX

(A/C, No): 707-781-0800

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Company

16535

INSURER B : American Guarantee & Liability Insurance Company

26247

INSURER C : Everest Premier Insurance Company

16045

INSURER D :

INSURER E :

INSURER F :

INSURED
CWS Construction Group, Inc
1301 Grant Avenue, Suite B
Novato CA 94945

COVERAGES

CERTIFICATE NUMBER: 1277265569

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		GLA855912901	5/11/2022	5/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			GLA855912901	5/11/2022	5/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			SXS856590101	5/11/2022	5/11/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	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	7600021478221	4/17/2022	4/17/2023	☒ PER STATUTE ☐ 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

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

Re: Castlemont HS Project. Oakland Unified School District, the Owner, the Architect and the Project Manager Mike Torres, Sixth dimension are included as an additional insured on General Liability policy per the attached endorsement, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of your work:

"YOUR WORK" IN CONNECTION WITH THE CONSTRUCTION, RECONSTRUCTION, REMODELING OR REPAIR OF ANY "RESIDENTIAL BUILDING CONSTRUCTION." FOR THE PURPOSES OF THIS ENDORSEMENT, "RESIDENTIAL BUILDING CONSTRUCTION" MEANS:

(A) ANY SINGLE FAMILY OR MULTI-FAMILY DWELLING, INCLUDING BUT NOT LIMITED TO HOUSES, TOWNHOMES, TOWNHOUSES, CONDOMINIUMS, COOPERATIVES, DUPLEXES, TRIPLEXES, FOURPLEXES OR APARTMENTS;

(B) ANY STRUCTURE THAT COMBINES ANY OTHER USE WITH "RESIDENTIAL BUILDING CONSTRUCTION" AS DESCRIBED IN PARAGRAPH (A) ABOVE, PROVIDED SUCH STRUCTURE CONTAINS 20% OR MORE OF THE OCCUPANCY BY SQUARE FOOTAGE INDICATED IN PARAGRAPH (A) ABOVE; AND

(C) ANY OTHER STRUCTURE, IMPROVEMENT OR GRADING OF LAND WHICH IS ATTACHED TO OR ANCILLARY TO ANY STRUCTURE IDENTIFIED IN PARAGRAPHS (A) OR (B) ABOVE,

"RESIDENTIAL BUILDING CONSTRUCTION" DOES NOT INCLUDE "YOUR WORK" FOR ANY STRUCTURE THAT FUNCTIONS SOLELY AS TIME SHARES, A HOTEL, A MOTEL, A NURSING HOME, AN ASSISTED LIVING SENIOR HOUSING CARE FACILITY, A COLLEGE CAMPUS DORMITORY OR GOVERNMENT HOUSING ON MILITARY BASES.

THIS EXCLUSION DOES NOT APPLY TO:

SAN MARIN HIGH SCHOOL EXTERIOR CLADDING REPLACEMENT PROJECT #236
15 SAN MARIN DRIVE
NOVATO, CA 94945

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

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



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA855912901	5/11/2022	5/11/2023	5/11/2022	69768000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CWS CONSTRUCTION GROUP, INC.

Address (including ZIP Code): 42 DIGITAL DR NOVATO, CA 94949-5774

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):

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

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

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

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

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

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA855912901

Effective Date: 5/11/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

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

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

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

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

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

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

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

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

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

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

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

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

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

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

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

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

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

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

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

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

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

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

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

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

This insurance is excess over:

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

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

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

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



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

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

AGENCY (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952		PHONE (A/C, No, Ext): 707-781-3400	COMPANY XL Specialty Insurance Company	
FAX (A/C, No): 707-781-0800		E-MAIL ADDRESS:	License#: 0564249	
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:		LOAN NUMBER		
INSURED CWS Construction Group, Inc 1301 Grant Avenue, Suite B Novato CA 94945		POLICY NUMBER UM00142130MA22A		CONTINUED UNTIL TERMINATED IF CHECKED
		EFFECTIVE DATE 06/30/2022	EXPIRATION DATE 06/30/2023	☐
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
8601 MacArthur Blvd, Oakland, CA 94605

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - Covered Property, Replacement Cost	\$8,400,000	\$10,000
Builders Risk - Equipment Breakdown Inc Testing	\$8,400,000	\$10,000
Builders Risk - "Water Damage"	\$8,400,000	\$100,000
Builders Risk - Earthquake and Volcanic Eruption - Per Occurrence / Annual Agg	\$420,000	5% w Min of
Builders Risk - Flood - Per Occurrence / Annual Agg	\$420,000	\$100K
		\$25,000

REMARKS (Including Special Conditions)

Re: As Per Contract or Agreement on File with Insured.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Oakland Unified School District 955 High Street Oakland,, CA 94601	☐ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	☐ MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Castlemont High School Field & Bleachers Project	Site	301
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Basic Directions

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

Attachment Checklist	☒ 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
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Contractor Information

Contractor Name	CWS Construction Group, Inc.	Agency's Contact	Charlie Slack Jr.		
OUSD Vendor ID #		Title	President		
Street Address	1301 Grant Ave, Suite B	City	Novato	State	CA
Telephone	415-599-6545	Policy Expires			
Contractor History	Previously been an OUSD contractor? ☐ Yes ☒ No		Worked as an OUSD employee? ☐ Yes ☒ No		
OUSD Project #	17115				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-30-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-15-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$8,374,500.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9655	Fund 21 Measure J	210-9650-0-9739-8500-6271-301-9180-9905-9999-17115	6271	\$8,374,500.00
9739	Fund 21 Measure Y	210-9655-0-9739-8500-6271-301-9180-9906-9999-17115		

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6.17.22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6/10/22		
	Lozano Smith, approved as to form (limited)				
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6.17.22		
	Christman for T.N.				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature <i>[Signature]</i>	Date Approved	6-30-2022		
	Gary Yee				