

Board Office Use: Legislative File Info.	
File ID Number	21-1746
Introduction Date	6-30-2021
Enactment Number	21-1188
Enactment Date	6/30/2021 os



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 30, 2021

Subject Award of Agreement Between Owner and Contractor - Competitively Bid –Arntz Builders, Inc. – Cole Campus Central Administration Center Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Resolution No. 2021-0305, Award of Bid and Agreement Between Owner and Arntz Builders, Inc., Petaluma, California (“Contractor”), for the latter to provide a new 56,176 sq. ft. 2-story office building, demolition of all existing buildings and site improvements for the 2.56-acre lot, including new parking and fencing for the Cole Campus Central Administration Center New Modernization Project, as described in Article I of the Agreement (Base Scheme) in the amount of \$35,752,816.00, which includes a contingency of \$4,000,000.00, as the lowest responsive bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to execute an Agreement for same with said bidder with the work scheduled to commence on July 1, 2021, and scheduled to last for Four Hundred Seventy Six (476) Calendar days, ending October 20, 2022.

Discussion In January 2013, the District’s Central Administrative Building, located at 1025 2nd Avenue, flooded necessitating the relocation of District staff to a new office building. In June 2013, Central Office relocated to 1000 Broadway. The current Board-adopted plan for permanent Central Office housing involves demolishing Cole Elementary and constructing a new two-story facility. On June 5, 2019, the Board approved Resolution No. 1819-0211 - Authorization to Move Forward with the permanent housing at a rehabilitated Cole as the Administrative Center of the District. On or around February 2, 2021, staff issued requests for proposals for the Central Administrative Center @ Cole Campus, Project No. 19119. On April 14, 2021, the Board approved Resolution 2021-0154 - Directing Further Analysis of Dispersed Options for Central Office Housing. On June 9, 2021, pursuant to Resolution 2021-0154, staff presented an analysis of dispersing Central Office staff. On June 23, 2021, the Board approved Resolution 2021-0168 authorizing staff to bring forward contracts and associated documents to proceed with construction of the Cole Campus Central Administration Project at the bid price (Total Project Budget ~\$48M; Proposed Contract is ~\$35.8M).

The scope of work of the contract consists of the Base Scheme descriptions by Shah Kawasaki Architects included in the bid packet and addendums for the Cole Campus

Central Administration Center New Modernization Project. Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage)

71.5%

Recommendation

Approval by the Board of Education of Resolution 2021-0305 and Award of Agreement Between Owner to Arntz Builders, Inc., Petaluma, California (“Contractor”), for the latter to provide Contractor will provide a new 56,176 sq. ft., office building, demolition of all existing buildings and site improvements for the 2.56-acre lot, including new parking and fencing for the Cole Campus Central Administration Center New Modernization Project, as described in Article I of the Agreement, in the amount of \$35,752,816.00, which includes a contingency of \$4,000,000.00, as the lowest responsive bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to execute an Agreement for same with said bidder with the work scheduled to commence on July 1, 2021, and scheduled to last for Four Hundred Seventy Six (476) Calendar days, ending October 20, 2022.

Fiscal Impact

Fund 21, Measure J subject to receipt of Measure Y funds.

Attachments

- Resolution 2021-0305
- Agreement
- Payment & Performance Bonds
- Insurance Certificate
- Local Business Participation Worksheet
- Bid Documents



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1746

Department: Facilities Planning & Management

Vendor Name: Arntz Builders, Inc.

Project Name: Cole Campus Central Administration Center Project **Project No.:** 19119

Contract Term: Intended Start: 7-01-2021 Intended End: 10-20-2022

Total Cost Over Contract Term: \$35,752,816.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Contractor will provide a new administrative office building, demolition of all existing buildings and site improvements for the lot, including new parking and fencing for the Cole Campus Central Administration Center as described in the bid forms and addendums.

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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

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**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 2021-0305**

Award of bid for contract for construction services for the Cole Campus Central Administration Center

WHEREAS, the District has heretofore requested bids, for a new administrative office building, demolition of all existing buildings and site improvements for the 2.56-acre lot, including new parking and fencing for the Cole Campus Central Administration Center as described in the Base Scheme, bid documents and addendums; and

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

CONTRACTOR	BID AMOUNT	LOCATION
Thompson Builders Corp.	\$33,126,000.00	Novato, CA
Arntz Builders, Inc.	\$35,752,816.00	Petaluma, CA
Build Group	\$36,331,000.00	San Francisco, CA

WHEREAS, the responsive bidder has met the goals for the local business participation as required by the District Policy; and

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder that complies with the local business participation policy, Arntz Builders, Inc., for the performance of the bid work, in the amount of \$35,752,816.00, which includes a contingency of \$4,000,000.00, shall be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools and the Board of Education are hereby authorized to enter into a contract, subject to approval by Facilities Counsel, with Arntz Builder's Inc., for the performance of bid work.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

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PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Gary Yee, VanCedric Williams, Aimee Eng, Clifford Thompson, President Shanthi Gonzales

NOES: Mike Hutchinson, Vice President Benjamin "Sam" Davis

ABSTAINED: None

RECUSED: None

ABSENT: Jessica Ramos (Student Director), Samantha Pal (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution 2021-0305 passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 30, 2021.

Legislative File	
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By:	os

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales
President, Board of Education



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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **July 1, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **ARNTZ BUILDERS, INC.** hereinafter called the "Contractor."

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

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

the Cole Campus Central Administration Center Project, 1011 Union Street, Oakland, CA,

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

SHAH Kawasaki Architects, 570 Tenth Street, Oakland, CA, 94607, PH: 510-663-6090

and other Contract Documents relating thereto.

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

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, 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."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Four Hundred Seventy-six (476)** calendar days, which shall start to run either 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 **July 1, 2021**, in which case the deadline for Completion would be **October 20, 2022**.

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 the amount herein set forth shall be the amount of 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: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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 the amount herein set forth 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: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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 **THIRTY-FIVE MILLION, SEVEN HUNDRED FIFTY-TWO THOUSAND, EIGHT HUNDRED SIXTEEN DOLLARS NO/100(\$35,752,816.00)** for Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of **FOUR MILLION DOLLARS NO/100 \$4,000,000.00** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual 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 a contractual allowance, no change order approved by Owner's governing body shall be required and 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 a contractual 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 any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual 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 a contractual 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 One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile

liability insurance shall be Two Million \$2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

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


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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

 7/1/2021
Shanthi Gonzales, President, Board of Education Date

 7/1/2021
Kyla Johnson-Trammell, Superintendent, Date
Secretary, Board of Education

N/A os --
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning & Management

CONTRACTOR Arntz Builders, Inc., California


Signature

Brian Proteau
Print Name

President
Title: Chairman, Pres., or Vice-Pres.


Signature

David Arntz
Print Name

Secretary/Treasurer
Title: Secretary, Asst. Secretary, CFO, or Asst. Treasurer

Approved As To Form:

 6-30-21

Agreement Over \$60,000 – Arntz Builders, Inc. Cole Campus Central Administration Center Project - \$35,752,816.00
{SR526392}

856393

CALIFORNIA CONTRACTOR'S
LICENSE NO.

3/30/2023

LICENSE EXPIRATION DATE

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



Department of Facilities Planning and Management

MEMORANDUM

Date: April 14, 2021
To: Juanita Hunter
From: Philip Lang, LBU Consultant
Subject: LBU Review
Central Administrative Center at Cole Campus

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project.

SUMMARY:

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Central Administrative Center at Cole Campus Notice to Bidders submitted by Arntz Builders Inc.

- Arntz Builders Inc 50% LBU (0% LBE, 71.5% SLBE/SLRBE)

RECOMMENDATION:

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

Cc: Kenya Chapman

Local Business Utilization Program Consultants



Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Cole Campus
 Project: Administration
 Project #: 19119
 Estimate: \$40M

Date: Wednesday, April 14, 2021
 Time: 2:00 PM
 Project Mgr: Elena Cormie
 Architect: Shah Kawasaki Architects

Signature of Witness to Bid

Kchaf

Signature of Bid Opener

[Handwritten Signature]

Company:	Thompson Builders	Base Bid:	\$29,126,000.00	Required Day of Bid:	
Address:	5400 Hanna Ranch Rd	Allowance:	\$4,000,000.00	Signed Bid Form	X
City/State:	Novato, CA	TOTAL:	\$33,126,000.00	Addendum Acknow.	X
Phone:	415-456-8972			Bid Bond	X
Fax:	415-459-0665			Non-Collusion	X
Alternates:	\$4,000,000.00 #1A	Time Submitted	Date Submitted	Iran Contracting Certification	X
	(\$150,000.00) #1B	1:58 p.m.	4/14/2021	Site Visit Certification	X
	\$2,150,000.00 #2			Contractor's Sub List	X
	\$5,450,000.00 #3			Debarment Suspension & Schd Z	X
	\$100,000.00 #4	Time Opened	Date Opened	Local Business Participation Form	X
	\$100,000.00 #5	2:00 p.m.	4/14/2021	DVBE Forms	X
TOTAL	\$11,650,000.00				
Company:	Arntz	Base Bid:	\$31,752,816.00	Required Day of Bid:	
Address:	431 Payran Street	Allowance:	\$4,000,000.00	Signed Bid Form	X
City/State:	Petaluma, CA	TOTAL:	\$35,752,816.00	Addendum Acknow.	X
Phone:	707-835-2900			Bid Bond	X
Fax:	707-835-2993			Non-Collusion	X
Alternates:	\$5,306,272.00 #1A	Time Submitted	Date Submitted	Iran Contracting Certification	X
	\$5,349,183.00 #1B	1:57 p.m.	4/14/2021	Site Visit Certification	X
	5,948,225.00 #2			Contractor's Sub List	X
	\$6,429,051.00 #3			Debarment Suspension & Schd Z	X
	\$114,300.00 #4	Time Opened	Date Opened	Local Business Participation Form	X
	\$82,550.00 #5	2:00 p.m.	4/14/2021	DVBE Forms	X
TOTAL	\$23,229,581.00				
Company:	Build Group	Base Bid:	\$32,331,000.00	Required Day of Bid:	
Address:	160 S. Van Ness Ave	Allowance:	\$4,000,000.00	Signed Bid Form	X
City/State:	San Francisco, CA	TOTAL:	\$36,331,000.00	Addendum Acknow.	X
Phone:	415-367-9399			Bid Bond	X
Fax:	415-366-2883			Non-Collusion	X
Alternates:	\$3,480,000.00 #1A	Time Submitted	Date Submitted	Iran Contracting Certification	X
	\$3,261,000.00 #1B	1:57 p.m.	4/14/2021	Site Visit Certification	X
	\$3,248,000.00 #2			Contractor's Sub List	X
	\$4,025,000.00 #3			Debarment Suspension & Schd Z	X
	\$93,040.00 #4	Time Opened	Date Opened	Local Business Participation Form	X
	\$68,554.00 #5	2:00 p.m.	4/14/2021	DVBE Forms	X
TOTAL	\$14,175,594.00				
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$4,000,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		Time Submitted	Date Submitted	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
		Time Opened	Date Opened	Local Business Participation Form	
				DVBE Forms	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Arntz Builders Inc
Project: Cole Campus Administration
Project #: 19119
Estimate: \$40M

Bid Opening Date: Wednesday April, 14, 2021
Time: 2PM
Project Mgr: Elena Cormie
Architect: Shaw Kawasaki

Base Bid: \$31,752,816
Verified Local Business Participation Discount: 4%
Base Bid W/LBP Discount: \$30,500,704

Based on Policy Calculation: 2%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments
PRIME Company: Arntz Builders Inc Address: 431 Payran Street City/State: Petaluma, CA Phone: 707.835.2900 Fax:					
Company: Focon Inc. Address: 1305 Franklin Street #304 City/State: Oakland, CA Phone: 510.465.6319	\$12,800,000.00				City of Oakland Certified: SLBE Verified 4/14/21
Company: Light Frame Construction, Inc Address: 22 Moss Ave Unit 108 City/State: Oakland, CA Phone: 510.715.0025	\$8,790,000				City of Oakland Certified: VSLBE Verified 4/14/2021
Company: Mauck Sheet Metal Address: 755 Independent Road City/State: Oakland Ca Phone:	1,120,000				City of Oakland Certified: SLBE Verified 4/14/2021

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

Company: S&S Trucking Address: 447 Roland Way City/State: Oakland Ca Phone: 510.383.3556	\$18,000				City of Oakland Certified: SLBE Verified 4/14/2021
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
TOTAL PARTICIPATION	\$22,728,000.00	0.0%	71.6%	0.0%	Meets minimum 50% LBU requirements

Philip Lang 4/14/2021

APPROVAL- LBU Compliance Officer

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



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Central Administrative Center at Cole Capmpus
 Project #: 19119
 Estimate: \$40M

Bid Opening Date: Wednesday April, 14, 2021
 Time: 2PM
 Project Mgr: Elena Cormie
 Architect: Shaw Kawasaki

Base Bid: \$29,126,000
 Verified Local Business Participation Discount: 2%
 Base Bid W/LBP Discount: \$28,543,480

Based on Policy Calculation: 2%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments
PRIME Company: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, CA Phone: 415.546.8972					
Company: MAZ Glass Address: 2420 San Pablo Ave City/State: Oakland, CA Phone: 510.428.3963	\$1,777,000.00		6.1%		City of Oakland Certified: SLBE Verified 4/14/21
Company: North American Fence Address: 515 23rd Ave City/State: Oakland, CA Phone: 510.436.0755	\$205,000	0.7%			Not currently certified by the City of Oakland
Company: Innovative Construction Address: 4721 Tidewater Ave City/State: Oakland Ca Phone: 510.534.5358	1,120,000	4.2%			City of Oakland Certified: SLBE Verified 4/14/2021

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

Company: Tulum Systems Address: 3130 Hyde Street City/State: Oakland Ca Phone: 510.355.8159	\$4,700,000		16.0%		City of Oakland Certified: SLBE Verified 4/14/2021
Company: Hartley Construction Address: 1626 Martin Luther King Jr Way City/State: Oakland Phone: 510.238.8592	\$876,000		3.0%		Not currently certified by the City of Oakland
Company: Mauck Sheet Metal Address: 739 Warfield Ave. City/State: Oakland Ca Phone: 510.772.9908	\$1,461,000		5.0%		City of Oakland Certified: SLBE Verified 4/14/2021
Company: Broadway Mechanical Address: 873 81st Ave. City/State: Oakland Ca Phone: 510.746.0000	\$3,685,000	12.7%			City of Oakland Certified: LBE Verified 4/14/2021
Company: Anderson Carpet Address: 1000 W Grand Ave City/State: Oakland CA Phone: 510.652.1032	\$244,000	1.0%			City of Oakland Certified: LBE Verified 4/14/2021
Company: RMT Landscape Address: 421 Pendleton Way City/State: Oakland Ca Phone: 888.677.6224	\$293,000	1.0%			City of Oakland Certified: LBE Verified 4/14/2021
Company: Masterpiece Painting Address: 3542 Fruitvale Ave City/State: Oakland Ca Phone: 510.531.5494	\$268,000	0.9%			City of Oakland Certified: SLBE Verified 4/14/2021
Company: Ecast Engineering Address: 9651 C Street City/State: Oakland Ca Phone: 510.833.0121	\$419,000	1.4%			City of Oakland Certified verified 4/14/2021
Company: Safe Shields Inc					

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

Address: 2420 San Pablo Ave City/State: Oakland Phone: 510.428.3963	\$1,777,000	6.1%			City of Oakland Certified Verified 4/14/2021
Company: Paul's Plumbing Address: 999 42nd Street City/State: Oakland, Ca Phone: 510.652.4947	\$854,440		3.0%		City of Oakland Certified SLBE Verified 4/14/2021
TOTAL PARTICIPATION	\$17,679,440.00	28.0%	33.1%	0.0%	Meets minimum 50% LBU requirements

Philip Lang 4/14/2021

APPROVAL- LBU Compliance Officer

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



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Build Group Inc.
 Project: Central Administrative Center at Cole Campus
 Project #: 19119
 Estimate: \$40M

Bid Opening Date: Wednesday April, 14, 2021
 Time: 2PM
 Project Mgr: Elena Cormie
 Architect: Shaw Kawasaki

Base Bid: \$32,331,000
 Verified Local Business Participation Discount:
 Base Bid W/LBP Discount:

Based on Policy Calculation: 2%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments
PRIME Company: Build Group Inc. Address: 160 S. Van Ness Ave. City/State: San Francisco, CA Phone: 415.367.9399					
Company: RF Contractors Address: 8055 Collins Drive City/State: Oakland, CA Phone: 510.210.7228	\$473,883.00		1.5%		City of Oakland Certified: SLBE Verified 4/14/21
Company: North American Fence Address: 515 23rd Ave City/State: Oakland, CA Phone: 510.436.0755	\$204,867	0.6%			No Current City of Oakland Certification
Company: Innovative Construction Address: 4721 Tidewater Ave City/State: Oakland Ca Phone: 510.534.5358	1,316,636		4.1%		City of Oakland Certified: SLBE Verified 4/14/2021

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

Company: Tulum Systems Address: 3130 Hyde Street City/State: Oakland Ca Phone: 510.355.8159	\$5,263,780		16.3%		City of Oakland Certified: SLBE Verified 4/14/2021
Company: Hartley Construction Address: 1626 Martin Luther King Jr Way City/State: Oakland Phone: 510.238.8592	\$519,223		1.7%		No Current City of Oakland Certification
Company: Mauck Sheet Metal Address: 739 Warfield Ave. City/State: Oakland Ca Phone: 510.772.9908	\$1,461,428	4.5%			City of Oakland Certified: SLBE Verified 4/14/2021
Company: Broadway Mechanical Address: 873 81st Ave. City/State: Oakland Ca Phone: 510.746.0000	\$4,082,687	12.6%			City of Oakland Certified: LBE Verified 4/14/2021
Company: Twin Post Address: 1438 81st Ave City/State: Oakland CA Phone: 510.777.0779	\$148,429	0.5%			No Current City of Oakland Certification
Company: MAZ Glass Address: 2420 San Pablo Ave City/State: Oakland Ca Phone: 510.428.3963	\$1,787,035	5.5%			City of Oakland Certified: LBE Verified 4/14/2021
Company: Ecast Engineering Address: 9651 C Street City/State: Oakland Ca Phone: 510.833.0121	\$419,000	1.3%			City of Oakland Certified LBE verified 4/14/2021
Company: Safe Shields Inc Address: 2420 San Pablo Ave City/State: Oakland Phone: 510.428.3963	\$1,880,550	6.0%			City of Oakland Certified LBE verified 4/14/2021

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

Company: Native Soil Address: 5439 Bancroft Ave City/State: Oakland, Ca Phone: 510.332.9048	\$952,013		3.0%		City of Oakland Certified Verified 4/14/2021	SLBE
TOTAL PARTICIPATION	\$15,341,284.00	31.0%	26.6%	0.0%	Meets minimum 50% LBU requirement	
				57.6%		

Philip Lang 4/14/2021

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours 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 Thompson Builders Corporation ("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 **Cole Campus Central Administrative Center Project, 1011 Union Street, Oakland, CA 94607 (the "Contract"), Project No. 19119**

The Contract Documents were prepared by Shah Kawasaki Architects, 570 Tenth Street, Suite 201, Oakland, CA 94607, 510-663-6090

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

<u>Twenty Nine Million one Hundred twenty six Thousand</u> Dollars	\$ <u>29,126,000</u>
<i>Base Bid Amount (see Addendum #2 Base Scheme)</i>	
<u>Four Million</u> Dollars	\$ <u>4,000,000</u>
<i>Add Alternate #1A Amount (see Addendum #2)</i>	
<u>(One Hundred Fifty Thousand)</u> Dollars	\$ <u>(150,000)</u>
<i>Add Alternate #1B Amount (see Addendum #2)</i>	
<u>Two Million one Hundred Fifty Thousand</u> Dollars	\$ <u>2,150,000</u>
<i>Add Alternate #2 Amount (see Addendum #2)</i>	
<u>Five Million Four Hundred Fifty Thousand</u> Dollars	\$ <u>5,450,000</u>
<i>Add Alternate #3 Amount (see Addendum #2)</i>	
<u>one Hundred Thousand</u> Dollars	\$ <u>100,000</u>
<i>Add Alternate #4 Amount (see Sheet A-001 Add Alternate 1)</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021 (revised April 9, 2021)

BID FORM
DOCUMENT 00 31 01-1

<u>One Hundred Thousand</u>	<u>Dollars</u>	<u>\$ 100,000</u>
<i>Add Alternate #5 Amount (see Sheet A-001 Add Alternate 2)</i>		
<u>Four Million</u>	<u>Dollars</u>	<u>\$4,000,000.00</u>
<i>Contingency Allowance</i>		
<u>Forty Four Million Seven Hundred Seventy Six Thousand</u>	<u>Dollars</u>	<u>\$ 44,776,000</u>
<i>Total Bid Amount</i>		

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Four Million dollars (\$4,000,000.00).**

Miscellaneous:

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

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

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

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

{SR526394}2

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

BID FORM
 DOCUMENT 00 31 01 -2

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
Company: Paul's Plumbing Address: 999 42nd Street City/State: oakland, california Phone: 510-652-4947	\$ 854,440		3%		5143
Company: Comack Plumbing Address: City/State: oakland, california Phone:	\$	X	X		
Company: brown 3 plumbing Address: 9421 D Street City/State: oakland, california Phone: 510-562-5847	\$				6303
Company: Tulum Systems Address: 3101 Hyde Street City/State: oakland, california Phone: 510-355-8159	\$ 4,700,000		10.1		7831
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

SLBE

CF

VSLBE
CF

SLBE

APPROVAL- LBU Compliance Officer

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

1

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
SLBE CF Company: BME Electrical Address: 1281 30th Street City/State: oakland, california Phone: 510-208-1967	\$				4625
(CF) Company: Onyx Insulation Address: City/State: oakland, california Phone:	\$				
LBE (CF) Company: Bayview Insulation Address: 6925 San Leandro St City/State: oakland, california Phone: 510-544-5214	\$				2017002213
LBE (CF) Company: Sterling Environmental Address: 10203 E Street City/State: oakland, california Phone: 510-638-2800	\$				4342
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

2

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
Company: Hartley Construction Address: 1626 Martin Luther King Jr Way City/State: oakland, california Phone: 510-238-8592	\$ 876,000		3		7251
Company: Acoustics By The Bay Address: 101 Broadway Street City/State: oakland, california Phone: 510-972-7761	\$				
Company: Cooper Construction Engineering Address: 3604 Rhoda Avenue City/State: oakland, california Phone: 510-415-9654	\$				2017002503
Company: Redgwick Construction Address: 27 Hegenberger Court City/State: oakland, california Phone: 510-792-7727	\$				7528
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

CF
 VSLBE
 CF
 LBE
 CF

APPROVAL- LBU Compliance Officer

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

3

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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%	VSLBE SLBR%	City of Oakland Certification No.
PRIME Company: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
<i>VSLBE</i> Company: Royal Floors Address: 8055 Collins Drive City/State: oakland, california Phone: 510-218-7228	\$				7778
<i>SLBE</i> Company: D&B Painting Address: 8055 collins drive City/State: oakland, california Phone: 866-431-9869	\$ 375,000				7333
<i>SLBE</i> Company: Masterpiece Painting Address: 3542 fruitvale avenue City/State: oakland, california Phone: 510-561-5494	\$				2344
<i>SLBE</i> Company: Brite Painting Address: 739 warfield avenue City/State: oakland, california Phone: 510-772-9008	\$				5395
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

4

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$					
Company: Mauck Sheet metal Address: 739 Warfield Avenue City/State: oakland, california Phone: 510-772-9908	\$	1,461,000		5		4217
Company: Broadway Mechanical Address: 873 81st Avenue City/State: oakland, california Phone: 510-746-4000	\$	3,695,000	12.7	CF 42.4		6366
Company: Monterey Mechanical Address: 8275 San Leandro Street City/State: oakland, california Phone: 510-882-3178	\$					5430
Company: Lightframe Construction Address: 22 Moss Avenue City/State: oakland, california Phone: 510-430-2555	\$					7311
TOTAL PARTICIPATION		\$0.00	0.0%	0.0%	0.0%	0.0%

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

SLBE

LBE

CF
LBE

CF
VSLBE

APPROVAL- LBU Compliance Officer

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

5

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
Company: Anderson Carpet Address: 1000 W Grand Avenue City/State: oakland, california Phone: 510-652-1032	\$ 244,000	1			2682
Company: Central Concrete Supply Address: 3400 peralta street City/State: oakland, california Phone: 866-404-1000	\$				6231
Company: RMI Landscape Address: 421 pendleton Way City/State: oakland, california Phone: 888-677-6224	\$ 293,000	1			6696
Company: McGuire & Hester Address: 9009 railroad avenue City/State: oakland, california Phone: 510-632-7676	\$				13786
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

LBE

LBE - LPG

LBE

LBE
CF

APPROVAL- LBU Compliance Officer

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

6

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
Company: native son inc Address: 2846 magarthur blyd City/State: oakland, california Phone: 510-332-9048	\$				
Company: MAZ glass Address: 2420 san pablo avenue City/State: oakland, california Phone: 510-428-3963	\$ 1,777,000		6.5		CF 7154
Company: Service metal products Address: 9828 kitty lane City/State: oakland, california Phone: 510-568-0888	\$				4015
Company: north american fence Address: 515 23rd avenue City/State: oakland, california Phone: 510-436-0755	\$ 205,000		.7		5389
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

SLBE
 LBE

APPROVAL- LBU Compliance Officer

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

7

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 Time:
 Project Mgr:
 Architect:

Base Bid Dollar Amount	\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$					
Company: cores drywall Address: 118 derby avenue City/State: oakland, california Phone: 510-842-8470	\$					72106
Company: innovative construction Address: 4721 tidewater avenue City/State: oakland, california Phone: 510-534-5358	\$ 1,221,000			4.2		7350
Company: focon Address: 1805 franklin street City/State: oakland, california Phone: 510-465-6319	\$					5077
Company: frontline construction Address: City/State: oakland, california Phone:	\$					
TOTAL PARTICIPATION		\$0.00	0.0%	0.0%	0.0%	0.0%

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

SLBE
CF

SLBE
CF

CF

APPROVAL- LBU Compliance Officer

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

8

Total

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Thompson Builders Corporation
 Project: Administrative Center @ Cole Campus
 Project #: 19119
 Estimate: \$40,000,000

Bid Opening Date:
 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: Thompson Builders Corporation Address: 5400 Hanna Ranch Road City/State: Novato, California Phone: 415-456-8972	\$				
Company: ELAST 549 Address: 9657 C ST City/State: oakland, california Phone: 510-833-0121	\$ 419,000		1.4		2017007117
Company: SAFE STRUCTURES INC Address: 2420 Pablo Ave City/State: oakland, california Phone: 510-428-3963	\$ 1,777,000				7154
Company: MASTER PIECE PAMP Address: 3542 FRUITVALE ST City/State: oakland, california Phone: 510-531-5494	\$ 269,000		.9		2344
Company: Address: City/State: oakland, california Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0% 55%

SLBE

SLB

APPROVAL- LBU Compliance Officer

~~40.3% TOTAL~~

\$ LBE TOTAL 14.7%

SLB 40.3%

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

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

PO Box 6115, Novato CA 94948 (Mailing)

Fax: (415) 459-0665

5400 Hanna Ranch Road, Novato CA 94945 (Physical Address)

Our Public Liability and Property Damage Insurance is placed with:

Zurich Insurance Company

United Specialty Insurance

Our Workers' Compensation Insurance is placed with:

Zurich 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 2/2/21

Addendum No. 2 Date 2/2/21

Addendum No. 3 Date 3/24/21

Addendum No. 4 Date 4/6/21

Addendum No. 5 Date 4/9/21

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

{SR526394}3

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -3

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

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

Print or Type Name: Clayton Fraser

Signature: 

Title: Vice President

Name of Company as Licensed in California: Thompson Builders Corporation

Business Address: 5400 Hanna Ranch Road, Novato, CA 94945

Telephone Number: (415) 456-8972

California Contractor License No.: 626859

Class and Expiration Date: A, B, C-17 exp. 8/31/2021

Public Works Contractor Registration No.: 1000000633

State of Incorporation, if Applicable: California

Name: Paul Thompson

Signature: 

Title: President, Secretary & Treasurer

{SR526394}4

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -4

DESIGNATION OF SUBCONTRACTORS
DOCUMENT NO 00 40 01

PROJECT: OUSD Administrative Center at Cole Campus (Project Name)

PROJECT NO: 19119 BIDDER'S NAME Thompson Builders Corporation

DIR 10 Digit Registration No: 1000000633

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Cole Campus

Central Administrative Center

Project No. 19119

February 2, 2021

{SR526332}

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00 40 01 -1

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
Demolition	\$341,000	Demolition Services & Grading (209) 740-0081	Manteca, CA	1015534	1000039367
Excavation Utilities	\$419,000	Ecast (510) 833-0121	Oakland, CA	1037478	1000057568
Site concrete	\$565,695	Concrete North (209) 745-7400	Elk Grove, CA	429445	1000000641
Landscape	\$293,000	RMT Landscape (510) 568-3208	Oakland, CA	372869	1000006077
Fencing	\$205,000	North American Fence (510) 436-0755	Oakland, CA	96501	1000006370
Rebar	\$383,591	Associated Rebar (937) 758-1820	Salinas, CA	574321	1000007289

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OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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
Roofing					
Steel & misc. metals	\$2,430,000	Weldway Steel Fab (709) 897-8083	Oakland, CA	1046028	1000063229
Metal Decking	\$370,000	Pacific Erectors (916) 632-0600	Rocklin, CA	567932	100003415
Insulation					
Insulation					
metal panels & Flashing	\$1,411,000	Mauk Sheet Metal (510) 638-3607	Oakland, CA	582359	100006052

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
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 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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.

(C.F.)

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
Roofing	\$646,300	Golden State Roofing (424) 287-2309	Carson, CA	941468	100001624
Interior Work					
Windows & Storefronts	\$1,777,000	Maz Glass/ ^{Safeshields} Inc (510) 428-3963	Oakland, CA	738716	100030062
Drywall	\$1,221,000	Innovative Construction (510) 209-4942	Oakland, CA	999729	100032779
Plaster	\$143,000	Hanley Construction (510) 238-8594	Oakland, CA	949860	1000578966
Acoustical	\$733,000	Hanley Construction (510) 238-8594	Oakland, CA	949860	1000578966

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
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 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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
Flooring	\$244,000	Andersson Flooring (510) 652-1032	Oakland, CA	242102	1000002246
Painting	\$375,000	DB Painting Company (866) 431-9864	Oakland, CA	683394	1000006991
Painting	\$96,855	cutting Edge Drapery (415) 824-6000	San Francisco, CA	753141	1000030557
elevators	\$185,000	Otis Elevator (503) 547-5340	San Francisco, CA	7031	1000032877
Plumbing	\$854,440	Pauls Plumbing (510) 652-4947	Oakland, CA	419974	1000000810
HVAC	\$3,200,000	Broadway Mechanical (510) 746-4000	Oakland, CA	581263	1000026300

(C.P.)
(C.P.)

OAKLAND UNIFIED SCHOOL DISTRICT (C.P.)
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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
electrical	4,700,000	Tulam Electric (510) 773-1833	Oakland, CA	1019937	1000049659
Fire sprinklers	\$ 485,000	Broadway Mechanical (510) 746-4000	Oakland, CA	584263	1000026300
Shades	\$88,000	PeninsulaTors (408) 229-8100	San Jose, CA	757800	1000007539
Case work	\$ 161,430	BK Mill (510) 713-0430	Newark, CA	428991	1000003062
Painting	\$268,000	Master Piece Painting (510) 531-5494	Oakland, CA	564033	1000581254

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members: }

The undersigned, doing business under the firm name of Arntz Builders, Inc. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Cole Campus Central Administrative Center Project, 1011 Union Street, Oakland, CA 94607 (the "Contract"), Project No. 19119**

The Contract Documents were prepared by Shah Kawasaki Architects, 570 Tenth Street, Suite 201, Oakland, CA 94607, 510-663-6090

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

<i>Thirty One Million Seven Hundred Fifty Two Million Eight Hundred Sixty Seven Dollars</i> Base Bid Amount (see Addendum #2 Base Scheme)	\$ <u>31,752,816</u>
<i>Five Million Three Hundred Six Thousand Two Hundred Dollars</i> Add Alternate #1A Amount (see Addendum #2)	\$ <u>5,306,272</u>
<i>Five Million Three Hundred Forty Nine Thousand One Hundred Eighty Three Dollars</i> <i>Three Million Nine Hundred Eighty Four Thousand Seven Dollars</i> Add Alternate #1B Amount (see Addendum #2)	\$ <u>5,349,183</u>
<i>Five Million Four Eight Thousand Two Hundred Twenty Dollars</i> Add Alternate #2 Amount (see Addendum #2)	\$ <u>5,048,225</u>
<i>Six million Four Hundred Twenty Nine Thousand Fifty One Dollars</i> <i>Five Million Nine Hundred Six Thousand One Hundred Dollars</i> Add Alternate #3 Amount (see Addendum #2)	\$ <u>6,429,051</u>
<i>One hundred fourteen thousand three hundred Dollars</i> Add Alternate #4 Amount (see Sheet A-001 Add Alternate 1)	\$ <u>114,300.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021 (revised April 9, 2021)

BID FORM
DOCUMENT 00 31 01-1

Eighty Two Thousand Five Hundred Fifty Dollars \$ 82,550.00

Add Alternate #5 Amount (see Sheet A-001 Add Alternate 2)

Four Million Dollars \$4,000,000.00
Contingency Allowance

Five Eight Million Seven Hundred Nine Thousand Dollars \$ 58,077,953
Total Bid Amount Five, Three

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: Four Million dollars (\$4,000,000.00).

Miscellaneous:

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

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

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

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

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OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -2

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

431 Payran Street, Petaluma, CA 94952

Our Public Liability and Property Damage Insurance is placed with:

Zurich American Insurance

Our Workers' Compensation Insurance is placed with:

Travelers Property Insurance

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. 01 Date 3/8/21
Addendum No. 02 Date 3/12/21
Addendum No. 03 Date 3/24/21
Addendum No. 04 Date 4/6/21
Addendum No. 05 Date 4/9/21

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

{SR526394}3

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -3

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Arntz Builders Inc.
 Project: Cole Campus Central Administrative Center
 Project #: 19119
 Estimate: 40Million

Bid Opening Date: 4/14/21
 Time: 11am
 Project Mgr: Elena Comrie
 Architect: Shaw Kawasaki

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: Arntz Builders, Inc. Address: 431 Payran Street City/State: Petaluma, CA 94952 Phone: 707-835-2900	\$				
Company: Focon Inc. Address: 1305 Franklin Street#304 City/State: Oakland, CA 94612 Phone: 510-465-6319	\$ 12.8 million				cert # 5077
Company: Light Frame Construction, Inc. Address: 22 Moss Ave Unit 108 City/State: Oakland, CA 94610 Phone: 510-715-0025	\$ 8.74 million				Cert# 7311 (VSLBE)
Company: Mavrik Sheetmetal Address: City/State: Oakland Phone:	\$ 1,120,000				cert # 4217
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: Arntz Builders Inc
 Project: Cole Campus Central Administrative Center
 Project #: 19119
 Estimate: 40 Million

Bid Opening Date: 4/14/21
 Time: 11am
 Project Mgr: Elena Comrie
 Architect: Shaw Kawasaki

Trucking Base Bid					
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING <i>S+S Trucking</i> Address: <i>477 Roland Way</i> City/State: <i>Oakland, CA 94621</i> Phone: <i>510-383-3556</i>	\$ 18k				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

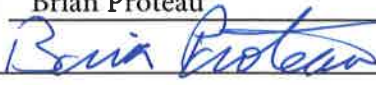
Note: Please complete dollar amounts for sub and prime work; local business percentages; base bid


APPROVAL- LBU Compliance Officer _____

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

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

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

Print or Type Name: Brian Proteau
Signature: 
Title: President
Name of Company as Licensed in California: Arntz Builders, Inc.
Business Address: 431 Payran Street, Petaluma, CA 94952
Telephone Number: 707-835-2900
California Contractor License No.: 856393
Class and Expiration Date: 3/31/2023
Public Works Contractor Registration No.: 1000003147
State of Incorporation, if Applicable: California

Print or Type Name: David Arntz
Signature: 
Title: Secretary/Treasurer

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OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -4

DESIGNATION OF SUBCONTRACTORS
DOCUMENT NO 00 40 01

PROJECT: Central Administrative Center at Cole Campus (Project Name)

PROJECT NO: 19119 BIDDER'S NAME Arntz Builders, Inc.

DIR 10 Digit Registration No: 1000003147

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Cole Campus

Central Administrative Center

Project No. 19119

February 2, 2021

{SR526332}

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00 40 01 -1

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
Structural Concrete		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Rebar		Focon Inc. 510-465-6319	Oakland	462497	1000011731
fencing		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Structural Steel		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Insulated Wall Panels BP		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Flashing + Sheet Metal		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Project Management		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Grading + Underground		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Plumbing		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Electrical		Focon Inc. 510-465-6319	Oakland	462497	1000011731
Flooring		Focon Inc. 510-465-6319	Oakland	462497	1000011731

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01 -2

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
		Focon Inc.	Oakland	462497	1000011731
		510-465-6319			

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01 -2

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
Building Demo		Light Frame Construction Inc	Oakland	B944888	1000012789
HVAC		510-715-0025			
Rough Carpentry					
Roofing					
Acoustical Ceiling + Treatments					
Doors Frames + Hardware					
Metal Decking					
Landscaping					
CMU					
Aluminum Glass + Glazing					
Painting					

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
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 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
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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
Fire Suppression	535,000	Bay Cities Fire Protection (707) 579-9694	Santa Rosa	731222	1000045613
Elevators	185,900	Otis Elevator Co. (415) 546-8186	San Francisco	7031	1000903571
Plumbing	859,440	Paul's Plumbing (510) 652-4447	Oakland	419974	100000810 BP 1000
Build Up TPO Roofing	620,000	Westside Roofing	Richmond	5008	1000 BP

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
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DESIGNATED OF SUBCONTRACTORS
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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
Insulated Metal Wall Panels	1,120,671	Mauck Sheetmetal (510) 638-3607	Oakland	582359	1000006052
					1000
					1000
					1000

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
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 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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 Build 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 **Cole Campus Central Administrative Center Project, 1011 Union Street, Oakland, CA 94607 (the "Contract"), Project No. 19119**

The Contract Documents were prepared by Shah Kawasaki Architects, 570 Tenth Street, Suite 201, Oakland, CA 94607, 510-663-6090

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

thirty two million three hundred thirty one thousand	Dollars	\$ 32,331,000
<i>Base Bid Amount (see Addendum #2 Base Scheme)</i>		
three million, four hundred eighty thousand	Dollars	\$ 3,480,000
<i>Add Alternate #1A Amount (see Addendum #2)</i>		
three million two hundred sixty one thousand	Dollars	\$ 3,261,000
<i>Add Alternate #1B Amount (see Addendum #2)</i>		
three million two hundred forty eight thousand	Dollars	\$ 3,248,000
<i>Add Alternate #2 Amount (see Addendum #2)</i>		
four million twenty five thousand	Dollars	\$ 4,025,000
<i>Add Alternate #3 Amount (see Addendum #2)</i>		
ninety three thousand forty	Dollars	\$ 93,040
<i>Add Alternate #4 Amount (see Sheet A-001 Add Alternate 1)</i>		

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021 (revised April 9, 2021)

BID FORM
DOCUMENT 00 31 01-1

Sixty eight thousand, five hundred fifty for	Dollars	\$ 68,554
<i>Add Alternate #5 Amount (see Sheet A-001 Add Alternate 2)</i>		
Four Million	Dollars	\$4,000,000.00
<i>Contingency Allowance</i>		
thirty six million, three hundred thirty one thousand	Dollars	\$ 36,331,000
<i>Total Bid Amount</i>		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Four Million dollars (\$4,000,000.00)**.

Miscellaneous:

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

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

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

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

{SR526394}2

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:
Project:
Project #:
Estimate:

Bid Opening Date:
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: S Z P Steel Inc Address: City/State: Oakland, CA Phone:	\$ 1,880,550		6.1%		7154
Company: Hartley Construction Address: City/State: Phone:	\$ 376,200		1.2%		
Company: Innovative Loft Address: Hartley Construction City/State: Phone:	\$ 142,953		0.5%		
Company: RF Contractors (Doyal) Address: City/State: Phone:	\$ 73,883		1.5%		7778
Company: Broadway Address: City/State: Oakland Phone:	\$ 1,911,440	2.9%			6386
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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

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

160 S. Van Ness Avenue San Francisco, CA 94103

Our Public Liability and Property Damage Insurance is placed with:

Travelers Property Casualty Co. of America

Our Workers' Compensation Insurance is placed with:

Travelers Property Casualty Co. of America

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

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

Addendum No. 1 Date 3/8/21
Addendum No. 2 Date 3/12/21
Addendum No. 3 Date 3/24/21
Addendum No. 4 Date 4/6/21
Addendum No. 5 Date 4/9/21

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

{SR526394}3

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -3

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

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

Print or Type Name: Nathan Rundel

Signature:  _____

Title: Vice President

Name of Company as Licensed in California: Build Group, Inc.

Business Address: 160 S. Van Ness Ave. San Francisco, CA 94103

Telephone Number: (415) 367-9399

California Contractor License No.: 894951

Class and Expiration Date: B 4/30/21

Public Works Contractor Registration No.: 1000036092

State of Incorporation, if Applicable: California

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OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -4

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

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

Print or Type Name: Scott Brauninger
Signature: 
Title: Secretary
Name of Company as Licensed in California: Build Group, Inc.
Business Address: 160 S. Van Ness Ave. San Francisco, CA 94103
Telephone Number: (415) 367-9399
California Contractor License No.: 894951
Class and Expiration Date: B 4/30/21
Public Works Contractor Registration No.: 1000036092
State of Incorporation, if Applicable: California

{SR526394}4

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021

BID FORM
DOCUMENT 00 31 01 -4

DESIGNATION OF SUBCONTRACTORS
DOCUMENT NO 00 40 01

PROJECT: DUSD Cole Campus Central Administration Center (Project Name)

PROJECT NO: 19119 BIDDER'S NAME Build Group, Inc.

DIR 10 Digit Registration No: 1000036092

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021
{SR526332}

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01 -1

1					

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 14, 2021, at San Francisco [city], CA [state].

Signature: 

Print Name: Eric Owen

Title: Division President

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
Painting	\$148,429	Twin Post 510-777-0779	Oakland	1001041	100712957
Fire Sprinklers	\$535,000	Bay Cities 707-579-8920	Santa Rosa	731222	1000045613
Plumbing	\$914,440	Bay Cities Broadway Mech.	Oakland	584263	1000026300
HVAC	\$3,168,247	Broadway Mech.	Oakland	584263	1000026300
Electrical	5,263,780	Tulum	Oakland	1019937	100044659
Glass + Glazing	\$1,787,035	Maz Glass	Oakland	738116	
Roofing	1,646,360	Golden State	Carson	941468	
Utilities	419,000	Ecast Engineering	Oakland	0031478	
Landscaping	952,013	Native Soil	Oakland	1041513	
Finish Carpentry	\$161,430	BK Mill	Newark	428901	
Metal Deck	477,500	BT Mancini	Sacramento	22921 ⁰	

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
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 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

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.

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Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Demolition	\$338,749	Hyperion 916-9784	Sacramento	1043197	1000560265
Earth work	\$615,000	O'Grady Paving	Mountain View	201696	1000003381
Fences + Gates	\$204,867	North American Fence	Oakland	961501	1000006270
Site work + Hardscape	\$565,695	Concrete North	Elk Grove	429445	1000000641
Conveyance	\$185,900	OHIS 503-547-5349	San Francisco	7031	1000003571
Flashing + Sheet Metal	\$146,428	Mauck 510-638-2607	Oakland	582359	1000006052

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.

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Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
EH DEMOLITION	\$347,405	DSG 209-740-0081	Maneada	1015534	1000015794
Concrete	\$1,767,525	PSI 415-994-8107	San Francisco	926439	1000015794
Masonry	\$114,119	E/S Masonry 510-581-2776	Castro Valley	562066	1000000302
Metals	\$2,684,856	AMD Metal Works 916-465-8185	Sacramento	1030235	1000055146
Thermal + Moisture Protection EH		Innovative	Oakland		1000032779
Insulation Doors, Frames, Hardware	\$376,230	Hartley Construction 510-238-1659	Oakland	949860	1000578966
Metal Stud Framing + Drywall	\$1,316,636	Innovative	Oakland	999729	1000032779
Plaster	\$142,953	Hartley	Oakland	949860	1000578966
Acoustic Ceilings	\$342,918	Creative Ceilings	Concord	781556	1000032992
Flooring / Concrete Floorings	\$473,882	Royal	Oakland	1003059	1000036846
Specialty Flooring		Royal		1003059	1000036846

OAKLAND UNIFIED SCHOOL DISTRICT
 Cole Campus
 Central Administrative Center
 Project No. 19119
 February 2, 2021

DESIGNATED OF SUBCONTRACTORS
 DOCUMENT 00 40 01 -2

Premium based on final contract price & is subject to adjustment

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 3924216 Premium: \$220,336.00

KNOW ALL MEN BY THESE PRESENTS that we, Arntz Builders, Inc., as Principal, and Great American Insurance Company, 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 **THIRTY-FIVE MILLION, SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS NO/100 (\$35,752,816.00)** 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 **July 1, 2021**, for construction of

the Cole Campus Central Administration Center Project, located at 1011 Union Street, Oakland, California

Contractor will provide construction services for the New 56,176 sq ft 2-story office building, a new 3,690 sqft single story multi-purpose, demolition of all existing buildings and site improvements of the 2.56 acre lot, including new parking and fencing.

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the

Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25th day of June, 2021, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

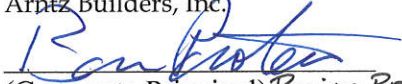
(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Arntz Builders, Inc.

(Corporate Principal) *Brian Proteau,*
President

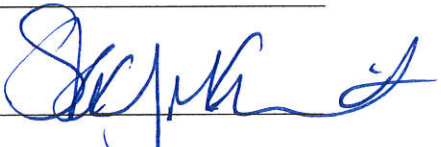
431 Payran Street
Petaluma, CA 94952

(Business Address)

(Affix Corporate Seal)

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

(Business Address)

By: 

Stacy M. Clinton, Attorney-in-fact

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

The total amount of premium charged is \$220,336.00.

The above must be filled in by Corporate Surety.

1st \$500,000	\$14.40
Next \$2,00,000	\$ 8.70
Next \$2,500,000	\$ 6.90
Next \$2,500,000	\$ 6.30
Over \$7,500,000	\$ 5.76

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21436

POWER OF ATTORNEY

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

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

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

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

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 25th day of June, 2021



Atty L C. B.

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

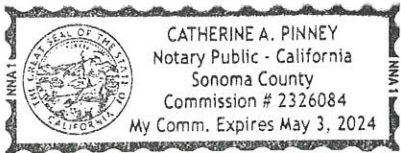
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On 01 25/21 before me, Catherine A. Pinney, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 3924216 Premium: included in performance bond

KNOW ALL MEN BY THESE PRESENTS:

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

**the ("Contract") Cole Campus Central Administration Center Project, at 1011
Union Street, Oakland, California**

which consists of Contractor providing construction services for the New 56,176 sq ft 2-story office building, a new 3,690 sqft single story multi-purpose, demolition of all existing buildings and site improvements of the 2.56 acre lot, including new parking and fencing.

which said agreement dated **July 1, 2021**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Great American Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of THIRTY-FIVE MILLION, SEVEN HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS NO/100 (\$35,752,816.00) 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.

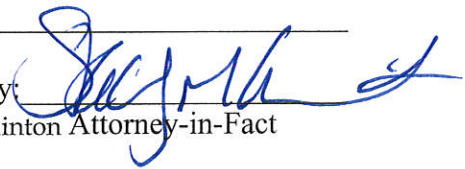
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 25th day of June, 2021.

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

Arntz Builders, Inc.
Principal

Brian Proteau, President

Great American Insurance Company
Surety

By: 
Stacy M. Clinton Attorney-in-Fact

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

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21436

POWER OF ATTORNEY

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

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

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

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



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 25th day of June, 2021



Atty L C. B.

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



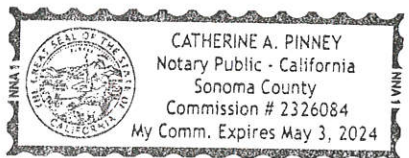
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On 0125/21 before me, Catherine A. Pinney, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stacy M. Clinton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2021

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 ARNTBUI-02	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 #	
INSURED Arntz Builders, Inc 431 Payran St. Petaluma CA 94952	INSURER A : Zurich American Insurance Company 16535	
	INSURER B : Travelers Property Casualty Company of America 25674	
	INSURER C :	
	INSURER D :	
INSURER E :		INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1607082669 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLA065510000	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			GLA065510000	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	UB9932P8492026G	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Cole Campus Administration Project, 1011 Union Street, Oakland, CA. Oakland Unified School District, the Owner and the Architect are included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER Oakland Unified School District 1000 Broadway, Suite #300 Oakland, CA 94607	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.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

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



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA 0655100-00	12/01/2020	12-01-2021		31400000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ARNTZ BUILDERS, INC.

Address (including ZIP Code): 19 PAMARON WAY NOVATO, CA 94949-6200

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):

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

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

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

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

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

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

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

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

1. as respects the "products-completed operations hazard"; or
 2. for which coverage is afforded under the consolidated (wrap-up) insurance program.
- C. For the application of the coverage provided by this endorsement in paragraph B. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph 4 **Other Insurance** is replaced by the following:

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

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

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

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

Countersigned

Authorized Representative



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA 0655100-00

Effective Date: 12/01/2020

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2021

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).

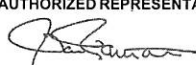
PRODUCER Don Ramatici Insurance, Inc. 731A Southpoint Boulevard Petaluma CA 94954 License#: 0449871	CONTACT NAME: Naomi Milano PHONE (A/C No, Ext): 707-782-9200 FAX (A/C, No): 707-782-9300 E-MAIL ADDRESS: naomi@ramaticiins.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westchester Fire Insurance Com</td> <td>10030</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER c : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER D : Peleus Insurance Company</td> <td>34118</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Fire Insurance Com	10030	INSURER B : Philadelphia Indemnity Insuran	18058	INSURER c : RSUI Indemnity Company	22314	INSURER D : Peleus Insurance Company	34118	INSURER E :		INSURER F :
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INSURED Arntz Builders, Inc. 431 Payran Street Petaluma CA 94952 License#: 0449871 ARNTBUI-05	CERTIFICATE NUMBER: 2080906040 REVISION NUMBER:
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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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G71466061003	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C D	Excess Liability Excess Liability Professional Liability			PHUB747697 NHA250706 121AE017060301	12/1/2020 12/1/2020 3/25/2021	12/1/2021 12/1/2021 3/25/2022	\$10,000,000 \$5,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Liability: RSUI Insurance Company Policy No NHA250706 \$5,000,000 X \$10,000,000 X \$10,000,000 X of Primary
 RE: Cole Campus Administration Project, 1011 Union Street, Oakland, CA
 Evidence of Coverage

CERTIFICATE HOLDER Oakland Unified School District SHAH Kawasaki Architects 955 High Street Oakland CA 94601	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. AUTHORIZED REPRESENTATIVE 
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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 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 Ironshore Specialty Insurance Company	
License#: 0564249			
FAX (A/C, No): 707-781-0800	E-MAIL ADDRESS:		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #:			
INSURED Armtz Builders, Inc 431 Payran St. Petaluma, CA 94952	LOAN NUMBER	POLICY NUMBER BRIB903150A	
	EFFECTIVE DATE 07/26/2021	EXPIRATION DATE 10/25/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1011 Union Street, Oakland, CA 94607 (Cole Campus Project)
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	X	SPECIAL	AMOUNT OF INSURANCE		DEDUCTIBLE
						COVERED	EXCLUDED	
Builders Risk						\$31,752,816		\$25,000
Flood Coverage						\$2,000,000		\$50,000
Earthquake Coverage - Ded \$250k or 5% of total insured project whichever is greater						\$2,000,000		
In Transit						\$1,000,000		\$25,000
Off Site Temporary Storage - any one location						\$1,000,000		\$25,000
Ordinance & Law / Demolition & Increased Cost of Construction subject to: Part B and C Combined: \$1,000,000						\$2,500,000		\$25,000
Debris Removal - \$1,000,000 or 25% of the amount of insured physical loss of or damage to property insured whichever is less								\$25,000
\$75K Ded from Water Damage; \$50K ded for Windstorm; 50K ded for Named Windstorm								

REMARKS (Including Special Conditions)

Oakland Unified School District, The Owner and the Architect are included as Named 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 1000 Broadway, Suite #300 Oakland, CA 94607	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #	AUTHORIZED REPRESENTATIVE 	



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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AGENCY (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952	PHONE (A/C. No. Ext): 707-781-3400	COMPANY QBE Specialty Insurance Company
License#: 0564249		
FAX (A/C. No): 707-781-0800	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Armtz Builders, Inc 431 Payran St. Petaluma, CA 94952	LOAN NUMBER	POLICY NUMBER SSE8955600
	EFFECTIVE DATE 07/26/2021	EXPIRATION DATE 10/25/2022
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		


PROPERTY INFORMATION

LOCATION/DESCRIPTION 1011 Union Street, Oakland, CA 94607 (Cole Campus Project)
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COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	X	SPECIAL		
Excess Flood / Earthquake Coverage Deductible: Excess of Underlying subject to a 5% minimum			X		\$29,752,816	

REMARKS (Including Special Conditions) Oakland Unified School District, The Owner and the Architect are included as Named Insured.
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CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST NAME AND ADDRESS Oakland Unified School District 1000 Broadway, Suite #300 Oakland, CA 94607	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Campus Central Administration Center Project	Site	109
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.	
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000. <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	ARNTZ BUILDERS, INC.	Agency's Contact	Brian Proteau		
OUSD Vendor ID #	000493	Title	President		
Street Address	431 Payran Street	City	Petaluma	State	CA
Telephone	707-835-2900	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-01-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-20-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 35,725,816.00	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
9650/9805	Fund 21, Measure J	210-9650-0-9805-8500-6271-109-9180-9905-9999-99999	6271	\$35,752,816.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature <i>K. Chat</i>	Date Approved	6-30-21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>Kelley M. Lem, LOZANO SMITH AS TO FORM ONLY</i>	Date Approved	6-30-21		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			