

Board Office Use: Legislative File Info.	
File ID Number	18-0100
Introduction Date	2-14-2018
Enactment Number	18-0201
Enactment Date	2-14-18 <i>lf</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date February 14, 2018

Subject Amendment No. 1 Award of Bid and Construction Contract - G & G Builders, Inc. - Sankofa Play Matting Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Award of Bid and Construction Contract between the District and G & G Builders, Inc., Livermore, CA, for the latter to provide installation of new SofSurfaces playground matting school site, in conjunction with the Sankofa Play matting Replacement Project, and to extend the ending date from December 31, 2017 to October 1, 2018. All other terms and conditions of the contract remain in full force and effect.

Discussion The end date of original contract needed to be extend additional 13 months, due to changes in project scope of work.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Award of Bid and Construction Contract between the District and G & G Builders, Inc., Livermore, CA, for the latter to provide installation of new SofSurfaces playground matting school site, in conjunction with the Sankofa Play matting Replacement Project, and to extend the ending date from December 31, 2017 to October 1, 2018. All other terms and conditions of the contract remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal
- Updated Insurance



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

Legislative File ID No. 18-0100

Department: Facilities Planning and Management

Vendor Name: G & G Builders- contract date extension

Project Name: Washington Sankofa Play Matting Replace Project No.: 17112

Contract Term: Intended Start: 10/26/2017 Intended End: 10/1/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: _____

Approved by: Cesar Monterrosa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Project was a CUPCCAA bid, however, the contractor must be certified with SofSurfaces, vendor supplying tiles.

Summarize the services this Vendor will be providing.

Removal of existing playstructure matting and installation of new SofSurfaces playground tiles at the existing site. Contract has been executed with Safe2Play for execution for a safety test, known as a HIC tests.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Review of playmating of same size bid over the years.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
 - Special Services** contracts for financial, economic, accounting, legal or administrative services
 - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
 - Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
 - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
 - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
 - Emergency** contracts
 - Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
 - Piggyback" Contracts** with other governmental entities
 - Perishable Food**
 - Sole Source**
 - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
 - Other, please provide specific exception**
- 3) **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 1, AWARD OF BID AND CONSTRUCTION CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and G & G Builders, Inc. OUSD entered into an Agreement with CONTRACTOR for services on October 11, 2017, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
 If **scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project includes installation of new SofSurfaces playground structure and matting for school site.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
 If **term is changed:** The contract term is extended by an additional 9 Months, and the amended expiration date is October 1, 2018.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
 If **the compensation is changed:** The contract price is amended by
 Increase of _____ to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is _____

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 2-14-18
Aimee Eng Date

Kyla Johnson Trammell 2-14-18
Kyla Johnson Trammell, Superintendent Date
Secretary, Board of Education

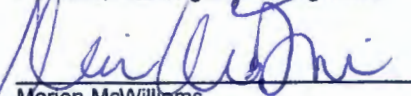
CONTRACTOR

Gerard Callahan 1/9/18
Contractor Signature Date

Gerard Callahan, President
Print Name, Title



Joe Dominguez, Deputy Chief Date
Facilities, Planning and Management



Marion McWilliams, Date
General Counsel, Facilities, Planning and Management

File ID Number: 18-0100
Introduction Date: 2-14-18
Enactment Number: 18-0201
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By: _____

EXHIBIT "A" Scope of Work

Contractor Name: G & G Builders, Inc

Billing Rate: _____)

1. Description of Services to be Provided

Installation of new SofSurfaces playground structure and matting for school site.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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



Cesar Monterrosa, Director of Facilities

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

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

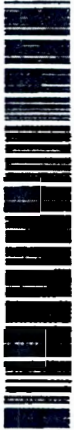
1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT



This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 7/25/2017
forms part of Policy Number LHA139581
issued to G and G Builders Inc
by Landmark American Insurance Company

Board Office Use: Legislative File Info.	
File ID Number	17-2010
Introduction Date	10-11-2017
Enactment Number	17-1440
Enactment Date	10-11-17



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date October 11, 2017

Subject Award of Bid and Agreement- G & G Builders, Inc. - Sankofa Play Matting Replacement Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0009, Award of Bid Agreement and Construction Contract on behalf of the District to G & G Builders, Inc., Livermore, CA, for the Sankofa Play Matting Replacement Project, in the amount of \$68,300.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (60) days Calendar Days, commencing October 11, 2017, and ending on December 31, 2017.

Discussion Due to inspection of existing playstructure, removal and installation of new play matting needs to be replaced.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Resolution No. 1718-0009, Award of Bid Agreement and Construction Contract on behalf of the District to G & G Builders, Inc., Livermore, CA, for the Sankofa Play Matting Replacement Project, in the amount of \$68,300.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (60) days Calendar Days, commencing October 11, 2017, and ending on December 31, 2017.

Fiscal Impact Fund 21, Measure J

Attachments

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



OAKLAND UNIFIED
SCHOOL DISTRICT

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

RESOLUTION NO. 1718-0009

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE SANKOFA PLAY MATTING REPLACEMENT PROJECT**

WHEREAS, the District has heretofore requested bids, for removal of existing playstructure matting and installation of new SofSurfaces playground tiles at the existing site.

WHEREAS, two (2) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
G & G Builders, Inc.	Livermore, CA	\$68,300.00
Mar Con Builders, Inc.	Oakland, CA	\$101,929.00

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

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **G & G BUILDERS, INC.** for the performance of the bid work, in the amount of **SIXTY-EIGHT THOUSAND, THREE HUNDRED DOLLARS (\$68,300.00)** shall be and is hereby accepted; all other bids are rejected, if any; and



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

RESOLUTION NO. 1718-0009

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE SANKOFA PLAY MATTING REPLACEMENT PROJECT**


Page 2 of 2

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

Passed by the following vote:

AYES:	Jody London, Aimee Eng, Jumoke Hinton Hodge, Roseann Torres, Shanthi Gonzales, Vice President Nina Senn and President James Harris
NOES:	None
ABSTAINED:	None
ABSENT:	None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **October 11, 2017**.



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

File ID Number: 17-2010
 Introduction Date: 10-11-17
 Enactment Number: 17-1440
 Enactment Date: 10-11-17
 By: _____



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

Legislative File ID No. 17-2010

Department: Facilities Planning and Management

Vendor Name: G & G Builders

Project Name: Washington Sankofa Play Matting Replace **Project No.:** 17112

Contract Term: Intended Start: 10/26/2017 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$68,300.00

Approved by: Cesar Monterossa, Director of Facil

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Project was a CUPPCA bid, however the contractor must be certified by SofSurfaces, venfor supplying tiles.

Summarize the services this Vendor will be providing.

Removal of existing playstructure matting and installion of new SofSurfaces playground tiles at the existing site. Contract has been executed with Safe2
 Place for execution of a safety test, known as a HIC test.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Review of playmatting of same same size bid over the years.

2) Please check the competitive bid exception relied upon:

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

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **30th** day of **August 2017**, by and between the Oakland Unified School District ("District" or "Owner") and **G & G Builders, Inc.** ("Contractor") ("Agreement").

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

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

PROJECT: **Sankofa Play Matting Replacement**

PROJECT NO.: **17112**

RESOLUTION NUMBER: **1718 0009**

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

2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **60** consecutive calendar days ("Contract Time") **commencing October 11, 2017, and concluding no later than December 31, 2017**, from the date specified in the District's Notice to Proceed. The District shall

not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

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

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

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

Dated: October 11, _____, 2017

Dated: _____ 9-06, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

G&G Builders, Inc. CONTRACTOR

By: _____


By: _____


Print Name: James Harris

Print Name: Gerard Callahan

Print Title: President, Board of Education

Print Title: President

By: _____


Print Name: Kyle Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

File ID Number: 17-2010

Introduction Date: 10-11-17

Enactment Number: 17-1440

Enactment Date: 10-11-17

By:

By: _____


Print Name: Joe Dominguez

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

Approved as to Form:

By: _____


Print Name: Marion McWilliams

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 2 1903



Bill Jones

Secretary of State

2104145

ARTICLES OF INCORPORATION OF
G & G BUILDERS, INC.

ENCLOSURE
FILED
in the office of the Secretary of State
of the State of California

APR - 2 1998

I

The name of the corporation is G & G BUILDERS, INC.

II

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

III

This corporation is a close corporation. The issued shares of this corporation shall be held of record by no more than Thirty-five (35) persons.

IV

The name and address in this state of the corporation's initial agent for service of process is:

Gerard P. Callahan
5376 Mallard
Pleasanton, CA 94566

V

The corporation is authorized to issue only one class of shares, which shall be designated "common shares", having a total number of one hundred thousand (100,000) shares.

VI

No distinction shall exist between the shares of the corporation or the holders thereof.

DATED: 4-1-98

Gerard P. Callahan
GERARD P. CALLAHAN

DECLARATION

I, GERARD P. CALLAHAN, declare:

1. I am the person whose name is subscribed below.
2. I am the sole incorporator of G & G BUILDERS, INC.
3. The foregoing Articles of Incorporation are my act and deed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED on 4-1-98 at Pleasanton, California.


GERARD P. CALLAHAN



BID FORM AND PROPOSAL

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

From: G & G Builders, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **17112**.

PROJECT: Sankofa ES - Playstructure Matting

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

<u>Sixty Six Thousand Three Hundred</u> ^{00/100} dollars	\$ <u>66,300.00</u>
Base Bid Amount	
<u>Two thousand</u> dollars	\$ <u>2,000.00</u>
Contingency Allowance Amount	
<u>Sixty Eight Thousand Three Hundred</u> ^{00/100} dollars	\$ <u>68,300.00</u>
Total Bid Amount	
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.	

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Additional Detail Regarding Calculation of Base Bid

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

SCHEDULE OF UNIT PRICES

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

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

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

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

Excluded Cost of Insurance

	dollars	\$	
Deductive			

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

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

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further

OAKLAND UNIFIED SCHOOL DISTRICT
 Sankofa Elementary School
 Playstructure Matting
 Project No. 17112
 June 21, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-5**

certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this 2nd day of August 20 17

Name of Bidder: G & G Builders, Inc.

Type of Organization: General Contractor

Signed by: [Signature]

Title of Signer: President

Address of Bidder: 4542 Contractors Place Livermore, CA 94551

Taxpayer Identification No. of Bidder: 94-3299733

Telephone Number: 925-846-9023

Fax Number: 925-846-9152

E-mail: gcallahan@ggbuildersinc.com Web Page: _____

Contractor's License No(s): No.: 750759 Class: A, B Expiration Date: 6/30/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000013987

END OF DOCUMENT

BID FORM AND PROPOSAL

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

From: Mar Con Builders, Inc.

(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **17112**,

PROJECT: Sankofa ES - Playstructure Matting

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

Ninety Nine Thousand Nine Hundred And Twenty nine	dollars	\$ 99,929.00
Base Bid Amount		
Two thousand	dollars	\$ 2,000.00
Contingency Allowance Amount		
One Hundred And one Thousand Nine Hundred Twenty Nine	dollars	\$ 101,929.00
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.		

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

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OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2

Additional Detail Regarding Calculation of Base Bid

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

SCHEDULE OF UNIT PRICES

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

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

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

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

Excluded Cost of Insurance

N/A	dollars	\$ N/A
Deductive		

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

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

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further

OAKLAND UNIFIED SCHOOL DISTRICT
 Sankofa Elementary School
 Playstructure Matting
 Project No. 17112
 June 21, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-5**

certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this August day of 09 20 17

Name of Bidder: Mar Con Builders, Inc

Type of Organization: constructors

Signed by: Marcel Mungu

Title of Signer: President

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

Taxpayer Identification No. of Bidder: 81-467 3000

Telephone Number: 510-639-1914

Fax Number: 510-639-1915

E-mail: Marcon@Marconcompany.com Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: #829636 Class: B Expiration Date: 3/31/2019

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000005607

END OF DOCUMENT

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

RESOLUTION NO. 1415-0161

**RESOLUTION OF THE GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT
DESIGNATING SPECIFIC MATERIAL(S), PRODUCT(S), THING(S), OR SERVICE(S) FOR USE ON
PUBLIC WORKS PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

**Exhibit "A"
Designated Products**

1. PLAY STRUCTURE PAD SURFACE

A. Play structure pad surfaces manufactured by the following manufacture(s):

- **Manufacturer:** **SoftILE**
- **Model or Series:** **Premium Series**

The District intends to match these products and systems with those already in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping products and systems operational.

2. FINISH HARDWARE

A. Door Hardware Specifications Guideline, dated December 4, 2009:

- **Manufacturer:** **Varies (Reference Door Hardware Specifications Guideline in Exhibit "B", Resolution No. 11-0855)**

These systems and products are used throughout the District's Construction Program and are an integral safety components at District sites. These products and systems were previously designated by District Resolution No. 11-0855. The District intends to match new finish hardware systems and products with those already existing in use, facilitate better control over replacement parts, the re-keying of locks, and the replacement of lost or stolen keys, and endeavoring to better coordinate the training, maintenance, and repair of these systems throughout the District. The ever-increasing costs and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping the systems operational.

3. CASEWORK

A. Hinges manufactured by the following manufacture(s):

- **Manufacturer:** **Blum**
- **Model or Series:** **N/A**

The District intends to match these products and systems with those already in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping products and systems operational.

4. HEATING VENTILATION AND AIR CONDITIONING SYSTEMS

A. Thermostats manufactured by the following manufacture(s):

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PUBLIC WORKS PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

- **Manufacturer:** Honeywell
- **Model or Series:** VP525A & TP970 Thermostat Modernization Kit with Universal Adaptor

B. Energy Management Systems (EMCS) manufactured by the following manufacture(s):

- **Manufacturer:** Alerton

The District intends to match these products and systems with those already in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping products and systems operational.

5. PLUMBING SYSTEMS

A. Flush Valves manufactured by the following manufacture(s):

- **Manufacturer:** Sloan Royal Flushometer

B. Faucets manufactured by the following manufacture(s):

- **Manufacturer:** Chicago

The District intends to match these products and systems with those already in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping products and systems operational.

6. COMMUNICATIONS

A. Fire Alarm Systems manufactured by the following manufacture(s):

- **Manufacturer:** Simplex
- **Model or Series:** 4100ES

B. Intrusion System manufactured by the following manufacture(s):

- **Manufacturer:** Bosch/Radionics
- **Model or Series:** D941GV4 (Version 1 ONLY)

C. Clock/Bell/Intercom Systems manufactured by the following manufacture(s):

- **Manufacturer:** Rauland
- **Model or Series:** Telecenter VI

D. Phone Systems manufactured by the following manufacture(s):

- **Manufacturer:** Avaya
- **Model or Series:** IP-500

E. Network Switches manufactured by the following manufacture(s):

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

RESOLUTION NO. 1415-0161

**RESOLUTION OF THE GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT
DESIGNATING SPECIFIC MATERIAL(S), PRODUCT(S), THING(S), OR SERVICE(S) FOR USE ON
PUBLIC WORKS PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

WHEREAS, the Oakland Unified School District ("District") is engaged in a District-wide capital outlay program to renovate, repair, modernize and construct new facilities ("Construction Program") in order to create suitable educational facilities for all of the students and staff of the District; and

WHEREAS, the District has considered the benefits of requiring certain material(s), product(s), thing(s), or service(s) to be specified for use in its Construction Program; and

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC § 3400"), the District intends to specifically list and/or designate in its invitations to bid or requests for proposals, certain material(s), product(s), thing(s), or service(s) identified by the District ("Designated Products"); and

WHEREAS, PCC § 3400(c)(1) provides that the District may specify Designated Products in its specification for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District's Governing Board that the Designated Products are listed in order that a field test or experiment be made to determine the product's suitability for future use; and

WHEREAS, PCC § 3400(c)(2) provides that the District may specify Designated Products in its specifications for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District's Governing Board that the Designated Products are listed for the purpose of matching other products in use on a particular public improvement either completed or in the course of completion; and

WHEREAS, PCC § 3400(c)(3) provides that the District may specify Designated Products in its specifications for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District's Governing Board that the Designated Products are listed in order to obtain a necessary item that is only available from one source; and

WHEREAS, PCC § 3400(c)(4) provides that the District may specify Designated Products in its specifications for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District's Governing Board that the Designated Products are listed in order to respond to an emergency declared by a local agency, the state, a state agency, or political subdivision of the state; and

WHEREAS, the District intends to specify the Designated Products as the only acceptable material(s), product(s), thing(s), or service(s) for use on Construction Program projects in order:

- To match other product(s) in use on other District public improvement(s) either completed or in the course of completion; and

WHEREAS, the use of the Designated Products is necessary because:

- The District will avoid potential significant costs by conducting field tests of certain Designated Products to determine their suitability and compatibility with other material(s), product(s), thing(s), or service(s) already in use at District sites, prior to those Designated Products' future use at other sites;
- The District has incurred significant costs to train its employees to service and maintain specific current product(s) and system(s) throughout District campuses.
- The ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform on those product(s) or system(s) will be simplified, more efficient, and less costly if those persons

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

RESOLUTION NO. 1415-0161

**RESOLUTION OF THE GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT
DESIGNATING SPECIFIC MATERIAL(S), PRODUCT(S), THING(S), OR SERVICE(S) FOR USE ON
PUBLIC WORKS PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

do not have to seek re-training or innumerable additional trainings, to service different and varied product(s) and system(s).

- The warranties and guarantees for the Designated Products will be easier to coordinate, track, and service in the years to come if they are with the same manufacturers / vendors of the particular product(s) or system(s).
- The District would save substantial costs by implementing uniform system(s) and installing uniform product(s) throughout the District, thereby facilitating uniform maintenance procedures, engineering specifications, and overall system and product reliability.
- The District anticipates future construction, alteration, modernization of existing school sites to, among other things, replace and/or upgrade system(s) at those sites.
- It would be beneficial to the District to have and use uniform parts and materials throughout the system(s) in use at its existing projects and sites.

WHEREAS, the District will endeavor to list, whenever feasible, more than one product or system when more than one product or system is acceptable and the above conditions are sufficiently satisfied; and

WHEREAS, on May 11, 2011, the District approved Resolution No. 11-0855, adopting District standards for material(s), product(s), thing(s), or service(s) ("2011 Designated Products") for use in the District's Construction Program; and

WHEREAS, except for specific products re-listed and revised herein, the 2011 Designated Products and the Board's action taken pursuant to Resolution No. 11-0855 are in no way removed, reconsidered or reopened because of the Board's action on this instant resolution; and

WHEREAS, the District has attached for reference purposes Resolution No. 11-0855 establishing the 2011 Designated Products as **Exhibit "B"** so that all designated material(s), product(s), thing(s), or service(s) to be specified for use in the District's Construction Program is contained in one document; and

NOW THEREFORE, the Governing Board of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. The District has already incurred significant costs to train its employees to service and maintain specific current product(s) and system(s) throughout District campuses.
3. The ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform on those Designated Products will be simplified, more efficient, and less costly if those persons do not have to seek re-training or innumerable additional trainings for different and varied product(s) and system(s).
4. The warranties and guarantees for Designated Products will be easier to coordinate, track, and service in the years to come if they are with the same manufacturers / vendors of the particular product(s) or system(s).

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

RESOLUTION NO. 1415-0161

**RESOLUTION OF THE GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT
DESIGNATING SPECIFIC MATERIAL(S), PRODUCT(S), THING(S), OR SERVICE(S) FOR USE ON
PUBLIC WORKS PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

5. The District would save significant costs by implementing uniform system(s) and installing uniform product(s) throughout the District, facilitating maintenance, engineering and overall reliability.
6. The District anticipates as part of its Construction Program, future construction, alteration, modernization of existing school sites to, among other things, replace and/or upgrade system(s) at those sites.
7. It would be beneficial to the District to have and use uniform parts and materials throughout the system(s) in use at its existing projects and sites.
8. The District will endeavor to list, whenever feasible, more than one product or system when more than one product or system is acceptable and the above conditions are sufficiently satisfied.
9. That the Designated Products listed in Exhibit "A" are the only acceptable material(s), product(s), thing(s), or service(s) for use on projects in the Construction Program, because, as indicated in the listing of that Designated Product, the Designated Products match other product(s) in use on other District public improvement(s) either completed or in the course of completion.
10. That the District shall list in its invitation(s) to bid or requests for proposals for the District's public works projects, the Designated Products listed in Exhibit "A", including the 2011 Designated Products, as the only acceptable material(s), product(s), thing(s), or service(s) for use on the District's Construction Program.
11. That the District's Superintendent, or the Superintendent's designee, is authorized pursuant to this Resolution to take any action that is necessary to complete the procedures necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.
12. This Resolution shall take effect upon its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Oakland Unified School District, this 11th day of February, 2015, by the following vote:

AYES: Aimee Eng, Shanthi Gonzales, Roseann Torres, Jumoke Hinton Hodge, Nina Senn, Vice President
Jody London, President James Harris

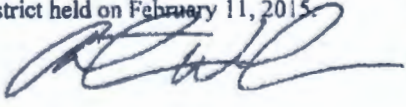
NOES: None

ABSENT: None

ABSTAIN: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on February 11, 2015.

File ID Number: 15-0161
Introduction Date: 2/11/15
Enactment Number: 15-0175
Enactment Date: 2/11/15
By: AW



Antwan Wilson, Secretary of the
Board of Education

ISSUED IN DUPLICATE
ONE OF TWO ORIGINALS

DOCUMENT 00 61 13.13

BOND NO: 1001067376
PREMIUM: \$1,366.00

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Project No. 17112; Sankofa Play Matting Replacement; Resolution No. 1718 0009

("Project" or "Contract") which Contract dated August 30th, 2017, and all of the
Contract Documents attached to or forming a part of the Contract, are hereby referred to and made
a part hereof; and

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

NOW, THEREFORE, the Principal and American Contractors Indemnity Company
_____ ("Surety") are held
and firmly bound unto the Board of the District in the penal sum of

Sixty eight thousand three hundred & NO/100ths _____

Dollars (\$68,300.00), lawful money of the United States, for the payment of which sum
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and
assigns jointly and severally, firmly by these presents, to:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of September, 2017.

G & G Builders, Inc.

Principal

By

American Contractors Indemnity Company

Surety

By Jocelyn Y. Quirt, Attorney-in-Fact

Blueprint Bonding Insurance Services

Name of California Agent of Surety

6085 Hogan Dam Road, Valley Springs, CA 95252

Address of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT

Sankofa Elementary School

Playstructure Matting

Project No. 17112

June 21, 2017

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

(209) 772-2110

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

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

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On September 8, 2017 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ISSUED IN DUPLICATE
ONE OF TWO ORIGINALS

DOCUMENT 00 61 13.16

BOND NO: 1001067376

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Project No. 17112; Sankofa Play Matting Replacement; Resolution No. 1718 0009

("Project" or "Contract") which Contract dated August 30th, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Sixty eight thousand three hundred & NO/100ths Dollars (\$ 68,300.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

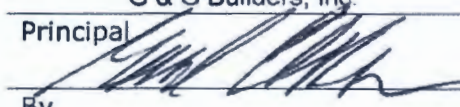
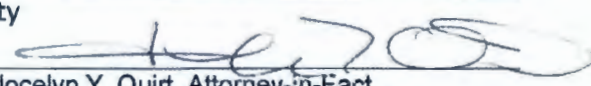
PAYMENT BOND
DOCUMENT 00 61 13.16-1

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 8th day of September, 2017.

<u>G & G Builders, Inc.</u>	<u>American Contractors Indemnity Company</u>
Principal	Surety
	
By	By Jocelyn Y. Quirt, Attorney-in-Fact
	<u>Blueprint Bonding Insurance Services</u>
	<u>Name of California Agent of Surety</u>
	<u>6085 Hogan Dam Road, Valley Springs, CA 95252</u>
	<u>Address of California Agent of Surety</u>
	<u>(209) 772-2110</u>
	<u>Telephone No. of California Agent of Surety</u>

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

PAYMENT BOND
DOCUMENT 00 61 13.16-2

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On September 8, 2017 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
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 *K B Simon*

(Seal)



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jocelyn Y. Quirt of Valley Springs, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: *[Signature]*
Daniel P. Aguilar, Vice President

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

State of California
 County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of September, 2017.

Corporate Seals

Bond No. 1001067376
 Agency No. 2171



[Signature]
Kio Lo, Assistant Secretary

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, G & G Builders, Inc., as Principal ("Principal"),
and American Contractors Indemnity Company, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oakland Unified School District ("District") of Alameda
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

Ten percent (10%) of the amount bid _____ Dollars (\$ 10% of bid amt.)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: Sankofa Elementary Play Structure Matting ("Project" or "Contract").
Project: 17112

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

BID BOND
DOCUMENT 00 43 13-1

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 28th day of July, 2017.

G & G Builders, Inc.

Principal



By

American Contractors Indemnity Company

Surety



By Jocelyn Y. Quirt, Attorney-in-Fact

Blueprint Bonding Insurance Services

Name of California Agent of Surety

6085 Hogan Dam Road, Valley Springs, CA 95252

Address of California Agent of Surety

(209) 772-2110

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Sankofa Elementary School
Playstructure Matting
Project No. 17112
June 21, 2017

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

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On July 28, 2017 before me, K. B. Simon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jocelyn Y. Quirt of Valley Springs, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$**3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal, shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

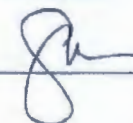

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



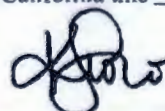
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of July, 2017.

Corporate Seals



Bond No. Bid Bond
Agency No. 2171


Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2017

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.

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.

PRODUCER License # 0504035
Pacific Diversified Insurance, Inc.
925-686-2860
200 Gregory Lane Bldg A
Pleasant Hill, CA 94523
CONTACT NAME:
PHONE (A/C, No, Ext): (925) 686-2860
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A: Landmark American Insurance Co
INSURER B: West American Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:
INSURED
G & G Builders Inc
4542 Contractors Place
Livermore, CA 94551
NAIC # 44393

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity named in this section: General Liability Additional Insured (Ongoing & Completed Operations) CG2010 04-13 & CG2037 04-13, Waiver of Subrogation RSG14048 10-08, Primary & Non-Contributory CG2001 04-13; Auto Liability Additional Insured & Waiver of Subrogation CA8810 01-13.

Re: Project #17112, Sankofa Play Matting Replacement.
The district, the state, their representatives, employees, trustee, officers & volunteers

CERTIFICATE HOLDER CANCELLATION

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
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

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

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

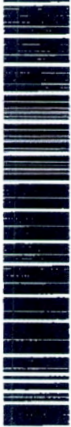
1. Required by the contract or agreement; or

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

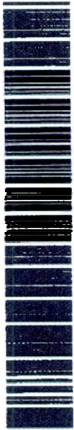
whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT









This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 7/25/2017
forms part of Policy Number LHA139581
issued to G and G Builders Inc
by Landmark American Insurance Company

L2311 P9-17



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Sankofa Play Matting Replacement	Site	161
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	G & G Builders, Inc.	Agency's Contact	Gerard Callahan
OUSD Vendor ID #	F023792	Title	Project Manager
Street Address	4542 Contractors Place	City	Livermore State CA Zip 94551
Telephone	925-846-9023	Policy Expires	7-25-2018
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 #	17112		

Term			
Date Work Will Begin	10-11-2017	Date Work Will End By (not more than 5 years from start date)	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$68,300.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	1619905891	6215	\$68,300.00

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.	Director, Facilities Planning and Management	Signature	Date Approved 9/8/2017	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 9/14/17	
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	
4.	Senior Business Officer, Board of Education	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	

9/14/17 9/14/17



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Sankofa Play Matting Replacement Project	Site	161
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Basic Directions

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

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

Contractor Name	G & G Builders, Inc.	Agency's Contact	Gerard Callahan		
OUSD Vendor ID #	F023792	Title	Project Manager		
Street Address	4542 Contractors Place	City	Livermore	State	CA
Telephone	925-846-9023	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 #	16111				

Term

Date Work Will Begin	10-11-2017	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-1-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ -0-
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	1619905981	6274	\$ -0-

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	1/16/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	1/22/18		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

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