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Enactment Number	19-0762
Enactment Date	5/22/19 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Thriving Students.

# Memo

**To** Board of Education

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

**Board Meeting Date** May 22, 2019

**Subject** Award of Bid and Contract for Construction Services - Redgwick Construction Company - Westlake Middle School Field Renovation Project

**Action Requested** Approval by the Board of Education of Resolution No. 1819-0182, Award of Bid and Contract for Construction Services on behalf of the District to Redgwick Construction Company, Oakland, CA, for the Westlake Middle School Field Renovation Project, in the amount of \$884,500.00, 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: Sixty-nine (69) days Calendar Days, commencing May 23, 2019, and ending on July 30, 2019.

**Discussion** Vendor will replace existing turf and install new synthetic turf.

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Resolution No. 1819-0182, Award of Bid and Contract for Construction Services on behalf of the District to Redgwick Construction Company, Oakland, CA, for the Westlake Middle School Field Renovation Project, in the amount of \$884,500.00, 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: Sixty-nine (69) days Calendar Days, commencing May 23, 2019, and ending on July 30, 2019.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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



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

Legislative File ID No. 19-0916

Department: Facilities Planning and Management

Vendor Name: Redgwick Construction

Project Name: Westlake Turf Field

Project No.: 15137

Contract Term: Intended Start: 5/23/2019

Intended End: 7/30/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$884,500.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

Public bid.

Summarize the services this Vendor will be providing.

Renovation of the playground facilities and addition of a synthetic playfield will include all code, life safety and ADA upgrades required . This will include an accessible parking lot, accessible loading and accessible restrooms as they connect to the new field.

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 bid results show the amounts range \$884,500, \$892,000 and \$1,000,040.

2) Please check the competitive bid exception relied upon:

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

☒ **Other, please provide specific exception**

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



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

**RESOLUTION NO. 1819-0182**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE WESTLAKE MIDDLE SCHOOL PLAYFIELD RENOVATION  
PROJECT**

**WHEREAS**, the District has heretofore requested bids, for renovation of the playground facilities and/addition of a synthetic play field; to include all code, life safety and ADA upgrades required; accessible parking lot; accessible loading and the public right-of-way; accessible restrooms serving boys and girls; loading pedestrian way and restroom stall all comply with 2016 CBC Chapter 11B.

**WHEREAS**, four (4) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Bay Construction Co.	Oakland, CA	\$836,000.00 ( <b>NON RESPONSIVE</b> )
Redgwick Construction Co	Oakland, CA	\$884,500.00
Mc Guire & Hester	Oakland, CA	\$892,410.00
D-Line Constructors, Inc.	Oakland, CA	\$1,040,000

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

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **REDGWICK CONSTRUCTION COMPANY** for the performance of the bid work, in the amount of **EIGHT HUNDRED EIGHTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$884,500.00)** shall be and is hereby accepted; all other bids are rejected, if any; which Bay Construction Company was deemed non-responsive as failure to meet and adhere to the Disabled Veteran Business Enterprise Participation Certification requirements per District’s standards and,



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

**RESOLUTION NO. 1819-0182**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR  
THE WESTLAKE MIDDLE SCHOOL PLAYFIELD RENOVATION  
PROJECT**

**Page 2 of 2**

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

Passed by the following vote:

PREFERENTIAL AYES:      None

PREFERENTIAL NOES:      None

YEA:      Jumoke Hinton Hodge, Roseann Torres, James Harris, Vice President Jody London, President Aimee Eng

NOES:      None

ABSENT:      Shanthi Gonzales, Gary Yee, Student Director Omosowho, Student Director Chavez

ABSTAINED:      None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **May 22, 2019**.

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

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

**AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **22nd** day of **May 2019**, by and between the Oakland Unified School District ("District" or "Owner") and **Redgwick Construction Company** ("Contractor") ("Agreement").

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

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

PROJECT: **Westlake Middle School Play Field Renovation**

PROJECT NO.: **15137**

RESOLUTION NUMBER: **1819-0182**

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 **Sixty-Nine days 69** consecutive calendar days ("Contract Time") **commencing May 23, 2019, and**

**concluding no later than July 30, 2019**, from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
  - **Project Completion: One thousand dollars no/100 (\$1,000.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
  - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or

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

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

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

**Eight hundred Four thousand, Five hundred dollars no/100**

**\$804,500.00 (Base Contract Amount)**

+ **Eighty thousand dollars**

**\$80,000.00, (Contingency Allowance Amount)**

---

= **Eight hundred Eighty-four thousand, Five hundred dollars no /100**

**\$884,500.00 ("Contract Price")**

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**15. Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

  
\_\_\_\_\_  
**Tadashi Nakadegawa**  
**Director of Facilities Planning & Management**

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

Dated: May 22, 2019

**OAKLAND UNIFIED SCHOOL DISTRICT**

By: *Aimce Eng*

Print Name: Aimce Eng

Print Title: President, Board of Education

By: *Kyla Johnson-Trammell*

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: *Timothy White*

Print Name: Timothy White

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

Dated: APRIL 24<sup>th</sup>, 2019

**REDGWICK CONSTRUCTION CO. CONTRACTOR**

By: *Bob Rahebi*

Print Name: **Bob Rahebi**

Print Title: **President**

**Approved as to Form:**

By: *Marion McWilliams*

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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Westlake Middle School  
Project: Playfied Renovation  
Project #: 15137  
Estimate: \$805,000

Date: Wednesday, April 10, 2019  
Time: 2:00 PM  
Project Mgr: Lee Sims  
Architect: Siegfried Engineering

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$756,000	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr. Way	<b>Allowance:</b>	\$80,000	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$836,000	Addendum Acknow.	X
<b>Phone:</b>	510-658-7225	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
	<b>NON-RESPONSIVE</b>			Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		2:00 PM	4/10/2019	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	4/10/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	Redgwick Construction Company	<b>Base Bid:</b>	\$804,500.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	21 Hegenberger Ct.	<b>Allowance:</b>	\$80,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$884,500.00	Addendum Acknow.	X
<b>Phone:</b>	510-792-1727	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-792-1728			Non-Collusion	X
				Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		2:00 PM	4/10/2019	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	4/10/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	Mc Guire & Hester	<b>Base Bid:</b>	\$812,410.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	9009 Railroad Avenue	<b>Allowance:</b>	\$80,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$892,410.00	Addendum Acknow.	X
<b>Phone:</b>	510-632-7676	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-562-5209			Non-Collusion	X
	<b>NON-RESPONSIVE</b>			Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:55 PM	4/10/2019	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	4/10/2019	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	D-Line Constructors, Inc	<b>Base Bid:</b>	\$ 960,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	499 Embarcadero, Post 3 bx 6	<b>Allowance:</b>	\$80,000	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$1,040,000	Addendum Acknow.	X
<b>Phone:</b>	510-251-6400	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-251-6401			Non-Collusion	X
	<b>NON-RESPONSIVE</b>			Iran Contracting Certification	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:38 PM	6/5/2018	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:10 PM	6/5/2018	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	



# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction**

Project: Westlake MS Playground Renovations

Project #: 15137

Estimate: \$805,000

Bid Opening Date: Wednesday, April 10, 2019

Time: 2:00 pm

Project Mgr: Lee Sims

Architect: Siegfried Engineering

Based Bid

\$ 756,000.00

Verified Local Business Participation Discount

3%

\$ 22,680.00

Based Bid W/ LBP Discount

\$ 733,320.00

**LBU Credit Based on Policy Calculation**

**63.30%**

This firm meets the minimum 50% LBU requirement and receives 3% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
<b>PRIME Company: Bay Construction</b>					
Address: 4026 MLK Jr. Way	\$ 470,823.00			1	2
City/State: Oakland, CA				3	4
Phone: (510) 658-7225					
<b>Company: North American Fence &amp; Railing</b>					
Address: 515 23rd Avenue	\$ 7,692.00		1.02%	1	2
City/State: Oakland, CA				3	4
Phone: (510) 436-0755					
<b>Company:</b>					
Address:	\$ -			1	2
City/State: Oakland, CA				3	4
Phone: (510)					
<b>TOTAL PARTICIPATION</b>	\$ 478,515.00	0.0%	1.0%	62.28%	

**63.30% \***

\* Total LBU % Proposed

Prepared by 360 Total Concept

04-17-2019

LBU\_Calculation\_Westlake\_MS\_Playfield\_Renovations\_Bid\_Due\_Date\_04-10-2019

CONSTRUCTION SERVICES





**PRIME: Redgwick Construction Company**

Project #: 15137

Estimate: \$805,000

Time: 2:00 pm

Architect: Siegfried Engineering

**\$ 804,500.00**

**\$ 16,090.00**

**\$ 788,410.00**

This firm meets the minimum 50% LBU requirement and receives 2% bid discount toward its based bid

\* Total LBU % Proposed



## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **McGuire & Hester**

Project: Westlake MS Playground Renovations

Project #: 15137

Estimate: \$805,000

Bid Opening Date: Wednesday, April 10, 2019

Time: 2:00 pm

Project Mgr: Lee Sims

Architect: Siegfried Engineering

Based Bid

\$ 812,410.00

**0.0%**

Verified Local Business Participation Discount

0%

\$

-

Based Bid W/ LBP Discount

\$ 812,410.00

**NON-RESPONSIVE**

This firm does not meet the minimum 50% LBU requirement and does not receive 0% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
<b>PRIME Company: McGuire &amp; Hester</b>					
Address: 9009 Railroad Avenue	\$ 526,110.00	64.76%			1 Did Not Meet the SLBE requirement
City/State: Oakland, CA					2
Phone: (510) 632-7676					3
					4
<b>Company: Gallagher &amp; Burk</b>					
Address: 344 High Street	\$ 17,511.00	2.16%			1
City/State: Oakland, CA					2
Phone: (925) 829-1446					3
					4
<b>Company:</b>					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
<b>TOTAL PARTICIPATION</b>	\$ 543,621.00	66.9%	0.0%	0.0%	
					<b>66.9% *</b>

\* Total LBU % Proposed



## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: D-Line Constructors, Inc.

Project: Westlake MS Playground Renovations

Project #: 15137

Estimate: \$805,000

Bid Opening Date: Wednesday, April 10, 2019

Time: 2:00 pm

Project Mgr: Lee Sims

Architect: Siegfried Engineering

Based Bid

\$ 960,000.00

**0.0%**

Verified Local Business Participation Discount

0%

\$

-

Based Bid w/ LBP Discount

\$ 960,000.00

**NON-RESPONSIVE**

This firm does not meet the minimum 50% LBU requirement and does not receive 0% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
<b>PRIME Company: D-Line Constructors, Inc.</b>					
Address: 499 Embarcadero, Post 3 Box 6	\$ -				1 No LBU Information Received
City/State: Oakland, CA					2
Phone: (510) 251-6400					3
					4
<b>Company:</b>					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
<b>TOTAL PARTICIPATION</b>	\$ -	0.0%	0.0%	0.0%	<b>0.0% *</b>

\* Total LBU % Proposed

APPROVAL- LBU Compliance Officer

Prepared by 360 Total Concept

04-17-2019

LBU\_Calculation\_Westlake\_MS\_Playfield\_Renovations\_Bid\_Due\_Date\_04-10-2019

CONSTRUCTION SERVICES

**BID FORM AND PROPOSAL**

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

From: Mark Lee & Yong Kay Inc. DBA, Bay Construction Co.  
(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. **15137**.

**PROJECT: Westlake Middle School – Playfield Renovation**

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

<u>Seven hundred and fifty-six thousand</u>	dollars	\$ <u>756,000</u>
<b>Base Bid Amount</b>		
<u>Eighty thousand</u>	dollars	\$ <u>80,000.00</u>
<b>Contingency Allowance Amount</b>		
<u>Eight hundred and thirty-six thousand</u>	dollars	\$ <u>836,000</u>
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.</b>		

**Additive/Deductive Alternates:****Alternate #1**

<u>N/A</u>	dollars	\$ <u>N/A</u>
Additive/Deductive		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# LOCAL BUSINESS PARTICIPATION WORKSHEET



PRIME: Bay Construction (Westlake)  
 Project #: 15137  
 Estimate:

Bid Opening Date: 4/10/2019  
 Time: 2:00PM  
 Project Mgr:  
 Architect:

Base Bid Dollar Amount	\$ 756,000.00	Note: Please complete dollar amounts for subprime work, local business percentages, base bid			
	TOTAL DOLLAR	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Bay Construction Co. Address: 4026 Martin Luther King Jr. Way City/State: Oakland, CA 94609 Phone: 510-658-7225	\$ 470,823.00		62.3%		2170
Company: North American Fence & Railing, Inc Address: 515 23rd Ave City/State: Oakland, CA Phone: 510-4360755	\$ 7,692.00		1.0%		5389
Company: Easy Turf Address: 2750 LaMirada Drive City/State: Vista, CA Phone:	\$ 277,485.00		0.0%		
Company: Address: City/State: Phone:	\$		0.0%		
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$756,000.00	0.0%	63.3%	0.0%	63.3%

APPROVAL - LBU Compliance Officer

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

### **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):

#### **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.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

<u>Seventeen thousand</u>	dollars	\$ <u>17,000</u>
Deductive		

4. 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.
5. 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.
6. 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.
7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
8. 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.
9. 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~~

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

No. <u>1</u> , Dated <u>03/15/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a A &/or B license.
12. 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.
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 all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 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 10 day of April 20 19

Name of Bidder: Bay Construction Co.

Type of Organization: Corporation

Signed by: Yong Kay 

Title of Signer: President

Address of Bidder: 4026 Martin Luther King Jr. Way, Oakland, CA 94609

Taxpayer Identification No. of Bidder: 943102890

Telephone Number: (510) 658-7225

Fax Number: (510) 658-4890

E-mail: yongkay@yahoo.com Web Page: www.bayconstructionco.com

Contractor's License No(s): No.: 393411 Class: A,B,C-27,C-33 Expiration Date: 05/31/2020

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 100000001010

END OF DOCUMENT

**BID FORM AND PROPOSAL**

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

From: REDGWICK CONSTRUCTION CO.  
 (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. **15137**.

**PROJECT: Westlake Middle School – Playfield Renovation**

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

Eight hundred four thousand and five hundred dollars & zero cents	dollars	\$ <u>804,500.00</u>
<b>Base Bid Amount</b>		
Eighty thousand	dollars	\$ <u>80,000.00</u>
<b>Contingency Allowance Amount</b>		
Eight hundred eighty four thousand and five hundred dollars & zero cents	dollars	\$ <u>884,500.00</u>
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.</b>		

**Additive/Deductive Alternates:****Alternate #1**

<u>N/A</u>	dollars	\$ <u>N/A</u>
Additive/Deductive		

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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# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Redgwick Construction  
 Project: Westlake Middle School - Field Renovation  
 Project #: 15137  
 Estimate: \$805,000

Bid Opening Date: 4/10/19  
 Time: 2:00 PM  
 Project Mgr: Lee Sims  
 Architect: Siegfried Engineering

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: Redgwick Construction Address: 21 Regentberger Ct. City/State: Oakland CA Phone: 510-742-1727	\$404,261		50 <sup>25</sup> / <sub>100</sub>		7528
Company: All City Trucking Address: 1941 Jackson St City/State: Oakland CA 94612 Phone: 510-438-8996	\$17063		2 <sup>15</sup> / <sub>100</sub>		7113
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$6066	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer 4/21/2019 52.35% 52.35% /

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

# LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: Redbuck Construction Bid Opening Date: 4/10/14  
 Project: Westlake Middle School - Field Renovation Time: 2:00 PM  
 Project #: 15137 Project Mgr: Lee Sims  
 Estimate: \$805,000 Architect: Siegfried Engineering

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
<b>TRUCKING all city Trucking inc.</b> Address: <u>1441 Jackson St.</u> City/State: <u>Oakland / CA</u> Phone: <u>510-438-8996</u>	\$ <u>17003</u>		<u>2-15</u>		<u>7113</u>
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>Company:</b> Address: \$ City/State: Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	2.15%	0.0%	0.0% 2.15%

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

APPROVAL- LBU Compliance Officer

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

### **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):

#### **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>
		N/A		\$ _____	\$ _____
				\$ _____	\$ _____

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.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

<u>SEVEN HUNDRED SIXTY TWO</u>	dollars	\$ <u>762.-</u>
Deductive		

4. 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.
5. 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.
6. 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.
7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
8. 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.
9. 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~~

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

No. <u>1</u> , Dated <u>MARCH 15 2019</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a 140057  
A license.
12. 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.
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 all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Westlake Middle School  
Playfield Renovation  
Project No. 15137  
March 5, 2019

**BID FORM AND PROPOSAL**  
**DOCUMENT 00 40 01-4**

REDGWICK CONSTRUCTION CO.

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 10<sup>th</sup> day of APRIL 20 19

Name of Bidder: REDGWICK CONSTRUCTION CO.

Type of Organization: CALIFORNIA CORPORATION

Signed by:  BOB RAHEBI

Title of Signer: PRESIDENT

Address of Bidder: 21 HEGENBERGER CT OAKLAND CA 94621

Taxpayer Identification No. of Bidder: 94-1129415

Telephone Number: 510-792-1727

Fax Number: 510-792-1728

E-mail: estimating@redgwick.com Web Page: www.redgwick.com

Contractor's License No(s): No.: ~~140057~~ <sup>8/2</sup> Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: 140057 Class: A Expiration Date: 5/31/2019

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000008863

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**

Westlake Middle School  
Playfield Renovation  
Project No. 15137  
March 5, 2019

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

**BID FORM AND PROPOSAL**

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

From: McGuire and Hester  
(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. **15137**.

**PROJECT: Westlake Middle School – Playfield Renovation**

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

<u>Eight Hundred Twelve Thousand, Four Hundred <sup>AND</sup> Ten</u> dollars	\$ <u>812,410.00</u>
<b>Base Bid Amount</b>	
<u>Eighty thousand</u> dollars	\$ <u>80,000.00</u>
<b>Contingency Allowance Amount</b>	
<u>Eight Hundred Ninety Two Thousand, Four Hundred <sup>AND</sup> Ten</u> dollars	\$ <u>892,410.00</u>
<b>Total Bid Amount</b>	
<b>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.</b>	

**Additive/Deductive Alternates:****Alternate #1**

<u>N/A</u> dollars	\$ <u>0</u>
Additive/Deductive	

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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# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: McGuire and Hester  
 Project: Westlake Middle School Playground Renovation  
 Project #: 15137  
 Estimate: \$805,000

Bid Opening Date: 4/10/19  
 Time: 2:00 pm  
 Project Mgr: Lee Sims  
 Architect: Siegfried

<b>Base Bid Dollar Amount</b>	<b>\$812,410</b>	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	<b>Total Dollar Amount of Work</b>	<b>LBE %</b>	<b>SLB%</b>	<b>SLBR%</b>	<b>City of Oakland Certification No.</b>
<b>PRIME Company:</b> McGuire and Hester Address: 9009 Railroad Avenue City/State: Oakland, CA 94603 Phone: 510 632-7676	\$ 492,711	60.65%			3786
<b>Company:</b> Gallagher & Burk Address: 344 High Street City/State: Oakland, CA Phone: 925 829-1446	\$ 17,511	2.16%			5200
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$510,222 <del>\$0.00</del>	0.0%	0.0%	0.0%	<b>-0.0%</b> 62.8%

APPROVAL- LBU Compliance Officer

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

### **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):

#### **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>
	N/A			\$ 0	\$ 0
				\$ 0	\$ 0

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.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

Four Thousand Five Hundred and <sup>Sixty</sup> <del>Sixty</del>	dollars	\$ 4,560.00
Deductive	(BWB)	

4. 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.
5. 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.
6. 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.
7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
8. 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.
9. 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~~

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

No. <u>ONE</u> , Dated <u>03/15/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a A \_\_\_\_\_ license.
12. 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.
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 all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Westlake Middle School  
Playfield Renovation  
Project No. 15137  
March 5, 2019

**BID FORM AND PROPOSAL  
DOCUMENT 00 40 01-4**

**MC GUIRE AND HESTER**

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 10th day of April 2019

Name of Bidder: McGuire and Hester

Type of Organization: Corporation

Signed by: 

Title of Signer: Bruce W. Daseking, Exec. VP/Treasurer

Address of Bidder: 9009 Railroad Avenue, Oakland, CA 94603

Taxpayer Identification No. of Bidder: 94-1074934

Telephone Number: (510) 632-7676

Fax Number: (510) 562-5209

E-mail: estimating@mcguireandhester.com Web Page: www.mcguireandhester.com

Contractor's License No(s): No.: 95879 Class: A, B, C21, C27, C31, HAZ Expiration Date: 11-30-2019

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 1000000033

END OF DOCUMENT

**BID FORM AND PROPOSAL**

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

From: D-Line Constructors 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. **15137**.

**PROJECT: Westlake Middle School – Playfield Renovation**

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

<u>Nine Hundred &amp; Sixty thousand</u>	dollars	\$ <u>960,000</u>
<b>Base Bid Amount</b>		
<u>Eighty thousand</u>	dollars	\$ <u>80,000.00</u>
<b>Contingency Allowance Amount</b>		
<u>One Million &amp; Forty thousand</u>	dollars	\$ <u>1,040,000</u>
<b>Total Bid Amount</b>		
<b>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost.</b>		

**Additive/Deductive Alternates:****Alternate #1**

<u>N/A</u>	dollars	\$ <u>Ø</u>
Additive/Deductive		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

### **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):

#### **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>
	N/A			\$ _____	\$ _____
	N/A			\$ _____	\$ _____

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.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up Insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

<u>Ten thousand Three hundred &amp; forty</u> dollars	\$ <u>10,340</u>
Deductive	

4. 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.
5. 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.
6. 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.
7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
8. 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.
9. 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~~

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

No. <u>1</u> , Dated <u>03/15/19</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a A or B license.
12. 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.
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 all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 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 8 day of April 20 19

Name of Bidder: D-Line Constructors Inc.

Type of Organization: S-Corp

Signed by: Josue Prada

Title of Signer: President

Address of Bidder: 444 Embarcadero Post 3 Box 6 Oakland 94606

Taxpayer Identification No. of Bidder: 455102845

Telephone Number: 510 251 6400

Fax Number: 510 251 6401

E-mail: tomy@dlineconstructors.com Web Page: www.dlineconstructors.com

Contractor's License No(s): No.: 944284 Class: A,B,C21,C27 Expiration Date: 06/30/20

No.: 944284 Class: HAZ,ASB Expiration Date: 06/30/20

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: 100 000 7891

END OF DOCUMENT

DOCUMENT 00 61 13.13

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Westlake Middle School, Playfield Renovation, Project No. 15137

("Project" or "Contract") which Contract dated May 22, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Eight Hundred Eighty Four Thousand Five Hundred and no/100ths-----

Dollars (\$884,500.00\*\*\*\*\*), 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**  
Westlake Middle School  
Playfield Renovation  
Project No. 15137  
March 5, 2019

**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 25th day of April, 2019.

Redgwick Construction Co.

Principal

By

**Bob Rahebi**  
President

The Ohio Casualty Insurance Company

Surety

By Virginia L. Black, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery St., San Francisco, CA 94111

Address of California Agent of Surety

415.391.1500

Telephone No. of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**

Westlake Middle School

Playfield Renovation

Project No. 15137

March 5, 2019

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

**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

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On April 25, 2019 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

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

Certificate No. 8189351

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

**POWER OF ATTORNEY**

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

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

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



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

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

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2019.



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

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

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

No. 5133-4

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

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

The Ohio Casualty Insurance Company

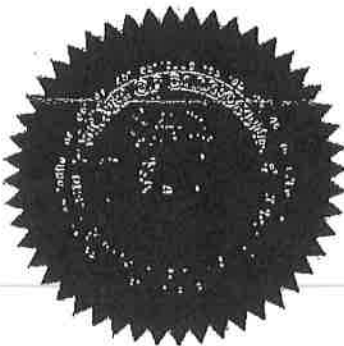
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

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

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

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

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



Dave Jones  
Insurance Commissioner

*Valerie J. Sarfaty*

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

By

NOTICE:

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

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and The Ohio Casualty Insurance Company, ("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:

Westlake Middle School, Playfield Renovation, Project No. 15137

("Project" or "Contract") which Contract dated May 22, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Eight Hundred Eighty Four Thousand Five Hundred and no/100ths----- Dollars (\$884,500.00\*\*\*\*\*), 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.

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 25th day of April, 2019.

Redgwick Construction Co.

Principal

By

  
**Bob Rahebi**  
**President**

The Ohio Casualty Insurance Company

Surety

  
BY Virginia L. Black, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery St., San Francisco, CA 94111

Address of California Agent of Surety

415.391.1500

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT**

Westlake Middle School

Playfield Renovation

Project No. 15137

March 5, 2019

**PAYMENT BOND**

**DOCUMENT 00 61 13.16-2**

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

On April 25, 2019 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

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

Certificate No. 8189352

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

**POWER OF ATTORNEY**

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

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

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



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 20 19.



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

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

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

No. 5133-4

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

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

The Ohio Casualty Insurance Company

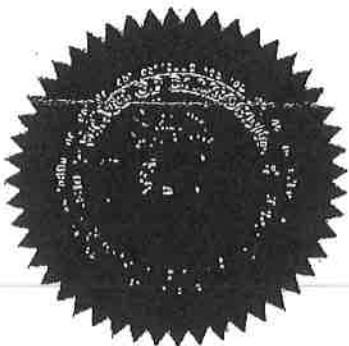
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

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

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

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

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



Dave Jones  
Insurance Commissioner

*Valerie J. Sarfaty*

By

Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

NOTICE:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2019

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

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

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Broker of California Inc.   LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 415-391-1500 <b>E-MAIL ADDRESS:</b> CertRequests@ajg.com <b>FAX (A/C, No):</b> 415-391-1882	
<b>INSURED</b> Redgwick Construction Co. 21 Hegenberger Court Oakland CA 94621		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Travelers Indemnity Company of CT <b>INSURER B:</b> Travelers Property Casualty Co of America <b>INSURER C:</b> Evanston Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
REDGCON-02		<b>NAIC #</b> 25682 25674 35378	

**COVERAGES****CERTIFICATE NUMBER:** 521240141**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT22-CO-366K4685-TCT-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	DT-810-1L612615-TIL-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deduct \$ 1,000/\$1,000
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-0J404992-18-26	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-0J403829-18-26	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess / 2nd Layer			MKLV2EUE100542	12/31/2018	12/31/2019	Each Occurrence Aggregate 5,000,000 5,000,000

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

Excess / Umbrella follows form over the general liability, auto, and employers liability policies.

Project#: 15137 | Resolution #: 1819-0182

RE: Westlake Middle School Plav Field Renovation

**CERTIFICATE HOLDER****CANCELLATION**Oakland Unified School District  
955 High Street  
Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

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# Department of Facilities Planning and Management

## ROUTING FORM

### Project Information

<b>Project Name</b>	Westlake Turf Field	<b>Site</b>	210
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### Basic Directions

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

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Redgwick Construction	<b>Agency's Contact</b>	Bob Rahebi bob@redgwick.com
<b>OUSD Vendor ID #</b>	003557	<b>Vendor Title:</b>	
<b>Address</b>	21 Hegenberger Court Oakland, California 94621	<b>Telephone</b>	5107921727
		<b>Policy Expires:</b>	
<b>Contractor History</b>	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
<b>OUSD Project #</b>	15137		

### Term

<b>Date Work Will Begin</b>	5/23/2019	<b>Date Work Will End By</b> (not more than 5 years from start date)	7/30/2019
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### Compensation

<b>Total Contract Amount</b>		<b>Total Contract Not To Exceed</b>	\$884,500.00
<b>Pay Rate Per Hour (if Hourly)</b>		<b>If Amendment, Changed Amount</b>	
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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	Amount
9450/9680	Fund 21\Measure J	210-9450-0-9680-8500-6274-213-9180-9905-9999-99999	6274	\$884,500.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		4/25/19
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		4/30/19
3.	<b>Deputy Chief, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		
4.	<b>Senior Business Officer, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		
5.	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		