Board Office Use: **Legislative File Info.**	
File ID Number	21-2005
Introduction Date	9-22-21
Enactment Number	21-1508
Enactment Date	9/22/2021 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 22, 2021

Subject Change Order No. 1 Agreement Between Owner and Contractor Redgwick Construction Company – Sherman Elementary School Playmatting Installation Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Redgwick Construction Company, Oakland, California, for the installation of new components on newly installed play structure in order to be age appropriate for ages 2-12, for the Sherman Elementary School Playmatting Installation Project, in the amount of **$48,134.11** increasing the contract price from **$203,900.00** to **$252,034.11** and extending the completion deadline of November 15, 2020, by 197 days to May 31, 2021.

Discussion This Change Order is for Sherman Elementary School Playmatting Installation Project. Competitive bidding is not required since the price increase is under the $60,000 bid threshold. (Public Contract Code §§22030(a) and 22032(a).)

LBP (Local Business Participation Percentage) 78.00%

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Redgwick Construction Company, Oakland, California, for the installation of new components on newly installed play structure in order to be age appropriate for ages 2-12, for the Sherman Elementary School Playmatting Installation Project, in the amount of **$48,134.11** increasing the contract price from **$203,900.00** to **$252,034.11** and extending the completion deadline of November 15, 2020, by 197 days to May 31, 2021.

Fiscal Impact Fund 21, Measure J

Attachments

- Change Order No. 1
- Scope of Work

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER NO. 1

Design-Bid-Build Contract

PROJECT: Playmatting Project
Sherman Elementary School

DATE: 8/16/2021

DSA FILE NO.: N/A
DSA APP NO.: **N/A**
OUSD PROJECT #: 19138
PROJECT MANAGER: Lee Sims

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: REDGWICK CONSTRUCTION COMPANY
21 Hegenberger Court
Oakland, CA 94621

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

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):
PCO #1 Owner Requested Change. Order & Install New Added Pieces to Play Structure. $48,134.11

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: $48,134.11

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 197 calendar days

AGREED ADJUSTMENT TO TIME FOR THE _____MILESTONE DEADLINE IN THIS CHANGE ORDER: _____ calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	$203,900.00
Total of Prior Change Orders' Adjustments:	+ $0.00
Total Contract Price Prior to this Change Order:	= $203,900.00
This Change Order's Adjustment:	+ $48,134.11
New Contract Price (including all allowances):	= $252,034.11

Current Change Order's Percentage of Original Contract Price:	23.61%
Total Change Orders' Percentage of Original Contract Price:	23.61%

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:	60 Calendar Days
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 197 Calendar Days
Adjusted Contract Time:	= 257 Calendar Days

Start date per Notice to Proceed:	September 16, 2020
Completion Deadline Based on Adjusted Contract Time:	May 31, 2021

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

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

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

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

Approved as to Form:

Kelly M. Rem
OUSD Facilities Counsel

8/26/21
Date

Shanthi Gonzales, President, BOE

9/23/2021
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

9/23/2021
Date

OAKLAND UNIFIED SCHOOL DISTRICT

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

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
N/A	Travis Miller 8/17/21	Director of Facilities Date: 8/18/2021
Date:	Date:	Deputy Chief of Facilities Date: 8/19/21

OAKLAND UNIFIED SCHOOL DISTRICT

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

SUMMARY OF CHANGE ORDER NO. 1

PROJECT: Playmatting Project
SCHOOL: Sherman Elementary School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: Redgwick Construction Company
21 Hegenberger Court
Oakland, CA 94621

DATE: 7/19/21
DSA FILE NO.: N/A
DSA APP NO.: N/A
OUSD PROJECT#: 19138
PROJECT MANAGER: Lee Sims

1	PCO #1	ADD ADD/DEDUCT	$48,134.11

Description: Owner Requested Change – Order & Install New Added Pieces to Play Structure

Reason: Per OUSD request, contractor to order and install new components on newly installed play structure in order to be age appropriate for ages 2-12.
Total AED is for $57,050.00
Partial payment to use remaining Contingency Allowance of $8,915.89
Remainder to be paid as PCO #1 for $48,134.11

Requested By: 2- Owner Requested
DSA Prelim approval date:

CO # 1 (1 PCO's)
Total: $48,134.11

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER REQUEST No. 1
(or Proposed Change Order)

PROJECT:	Playmatting Project	DATE: 7/19/21
SCHOOL:	Sherman Elementary School	
OWNER:	OAKLAND UNIFIED SCHOOL DISTRICT	DSA FILE NO.: N/A
CONTRACTOR:	Redgwick Construction Company	DSA APP NO.: N/A
	21 Hegenberger Court	OUSD PROJECT#: 19138
	Oakland, CA 94621	PROJECT MANAGER: Lee Sims

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

DESCRIPTION OF AGREED CHANGES IN WORK :

Owner Requested
Order and Install New Added Pieces to Play Structure
Total AED is for $57,050.00
Partial payment to use remaining Contingency Allowance of $8,915.89
Remainder to be paid as PCO #1 for $48,134 11

CODE: 2 – Owner Requested

REASON :
Per OUSD request, contractor to order and install new components on newly installed play structure in order to be age appropriate for ages 2-12.

ATTACHMENTS: AED Log, PCO Log, CO Log, Redgwick AED, emails

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $ 48,134.11

PROPOSED ADJUSTMENT TO CONTRACT TIME: 197 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: $48,134.11

☐ Lump Sum ☐ Time / Materials Not To Exceed Date:

☐ Contractor to proceed with work described herein, cost not to exceed $_____ final cost to be determined after review and negotiation

Time Extension: calendar Days

Initiated By:	Reviewed By:	Acknowledged By:
N/A	7/21/21	7/22/21
Architect of Record Date	Project Manager Date	Contractor Date

OUSD APPROVAL:	OUSD Approval:
7/22/21	7/22/21
Director of Facilities Date	Deputy Chief Date

Sherman ES Playmatting

Oakland Unified School District
Job # 19138

AED LOG

7/19/2021 4:32 PM

AED #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Returning Playmatting Pallets to Yard	Redgwick	03/02/21	$784.11	$784.11		For Approval
2	2	Order & Install New Added Pieces	Redgwick	04/01/21	$57,050.00	$8,915.89		For Approval

Original Contingency:	$9,700.00
Total Proposed:	$57,834.11
Total Approved:	$9,700.00
Remaining Contingency:	$0.00

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Sherman ES Playmatting

Oakland Unified School District
Job # 19138

PCO LOG

7/19/2021 4:33 PM

PCO #	Cont'r #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Order & Install New Added Pieces	Redgwick	04/01/21	$57,050.00	$48,134.11		For Approval

Original Contract Price:	$203,900.00
Total Proposed:	$57,050.00
Total Approved:	$48,134.11
Total Contract with Approved Changes:	$252,034.11
CO Percentage of Base Contract:	23.61%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Sherman ES Playmatting

Oakland Unified School District
Job # 19138

CO LOG

7/19/2021 4:33 PM

CO #	PCO #	Description	Cont'r /Sub	Date Received	Proposed Amount	Approved Amount	Date Finalized	Status
1	1	Order & Install New Added Pieces	Redgwick	04/01/21	$57,050.00	$48,134.11		For Approval

Original Contract Price:	$203,900.00
Total Proposed:	$57,050.00
Total Approved:	$48,134.11
Total Contract with Approved Changes:	$252,034.11
CO Percentage of Base Contract:	23.61%

Notes:
*Sent to Consultants: C=Civil/ S=Struct./M=Mech./E=Elec./ L=Lands./D=District/SC=SchooF=Fire/R=Roofing
**Email is standard. F = Faxed
***Remarks: UC - Unforeseen Condition / DRC - District Requested Change / AC - Agency Change

Redgwick ConstructionCompany

April 01, 2021

Lee Sims
Project Manager
Oakland Unified School District
Oakland, CA

Sent Via Email: lee.sims@ousd.org
Re: Sherman Elementary Playmatting Project
Subject Order & Install New Added Pieces

Dear Ms. Sims,

Per OUSD's request, please see the cost of ordering & installing new component in order to modify and change the newly installed play structure to age 2-12 appropriate @ Sherman Elementary school.

Refer to the attached document for backup information.

AED # 2 - **$57,050.00**

Please create formal AED for the above work costs. Let me know if you have any questions.

Sincerely,

Ali Arabshahi
Project Manager

21 Hegenberger Court, Oakland, CA 94621 T 510-792-1727 F 510-792-1728

OUSD CHANGE ORDER

DATE: 23-Mar-2021
CHANGE ORDER #: AED#2
OUSD PROJECT #:
PROJECT NAME: Sherman Elementary

TO: Lee Sims

DESCRIPTION OF WORK:
Order & move new play structure pallents from our Yard
to Sherman School - install new pieces

	WORK PERFORMED OTHER THAN BY CONTRACTOR (Subcontractor Work)		ADD	DEDUCT
A)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)			$0.00
B)	**Add Labor** (attach itemized hours and rates, fully encumbered)		$0.00	$0.00
C)	**Add Equipment** (attach suppliers' invoice)		$0.00	$0.00
D)		**Subtotal**	$0.00	$0.00
E)	**Add overhead and profit for any and all tiers of Subcontractor,** the total not to exceed ten percent (10%) of Item (D)	10%	$0.00	$0.00
F)		**Subtotal**	$17,650.00	$0.00
G)	**Add Overhead and Profit for Contractor,** not to exceed five percent (5%) of Item (F)	5%	$882.50	$0.00
H)		**Subtotal**	$18,532.50	$0.00
I)	**Add Bond and Insurance,** not to exceed one and a half percent (1.5%) of Item (H)	1.50%	$277.99	$0.00
J)		**TOTAL**	$18,810.49	$0.00
K)	**Time** (zero unless indicated; "TBD" not permitted)		30 Calendar Days	

	WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
A)	**Material** (attach itemized quantity and unit cost plus sales tax)		$30,675.51	$0.00
B)	**Add Labor** (attach itemized hours and rates, fully encumbered)		$1,469.00	
C)	**Add Equipment** (attach suppliers' invoice)		$616.00	
D)		**Subtotal**	$32,760.51	$0.00
E)	**Add overhead and profit for Contractor,** not to exceed fifteen percent (15%) of Item (D)	15%	$4,914.08	$0.00
F)		**Subtotal**	$37,674.59	$0.00
G)	**Add Bond and Insurance,** not to exceed one and a half percent (1.5%) of Item (H)	1.50%	$565.12	$0.00
H)		**TOTAL CO COST**	$38,239.71	$0.00
I)	**Time** (zero unless indicated; "TBD" not permitted)		0 Calendar Days	

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/01/2021
Quote #101689-04-01

CA Oakland OUSD Changes

Oakland Unified School District
Attn: Lee Sims
955 High Street
Oakland, CA 94601
Phone: 510-535-7094
lee.sims@ousd.org

Ship to Zip 94619

Quantity	Part #	Description
1	18705	GameTime - Seat And Table For Two 36"
1	19214	GameTime - Rung Enclosure
1	19241	GameTime - Maze Panel
1	12202	GameTime - Chin Bar 2 Place
1	12421	GameTime - Counter Panel
1	19475	GameTime - Buzz Game Panel
1	19823	GameTime - Metallophone Panel
1	19701	GameTime - 90° Play Port Funnel Bridge
1	4673	GameTime - Double Up & On Gold Sensor Package
1	19716	GameTime - PT S Wave Double Up & On (5' & 5'6")
1	19036	GameTime - Optional Access Step (4')
1	19388	GameTime - Exit Section Wilderslide Ii
1	19385	GameTime - Straight Section Wilderslide Ii
6	G12026	GameTime - 3 1/2" Uprt Ass'Y Galv 11'
2	G12023	GameTime - 3 1/2"Uprt Ass'Y Galv 8'
1	G12022	GameTime - 3 1/2" Uprt Ass'Y Galv 7'
1	178749	GameTime - Owner's Kit
1	202808	GameTime - Right Barrier 118 3/4"Lg
1	202812	GameTime - Left Barrier 118 3/4"Lg
1	202998	GameTime - Hdw-Trans Platform
30	804710	GameTime - 3/8" 16 Unc Thread Insert
6	818312	GameTime - 3/8"-16 Placing Tool

Sub Total	$31,759.60
Discount	($4,754.94)
Material Surcharge	$1,310.90
Freight	$2,359.95
Total	$30,675.51

Comments

The following is for supply only.

dc.ls

C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/01/2021
Quote #101689-04-01

CA Oakland OUSD Changes

This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to **GAMETIME c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after GAMETIME'S receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.
Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): Ali Arabshahi
P.O. No: 4571
Signature: Ali Arabshahi
Date: 3/15/2021
Title: 3/15/2021
Phone: 510-792-1727
Email: ali@redgwick.com
Facsimilie:

Purchase Amount: **$30,675.51**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: Redgwick Construction Company
Ship To: Redgwick Construction Company
Bill To Contact: Ali Arabshahi
Ship To Contact: Sam Frye
Bill To Email: ali@redgwick.com
Ship To Email: samf@redgwick.com
Bill To Phone: 510-792-1727
Ship To Phone: (Office): 510-792-1727
(Cell):
Bill to Address: 21 Hegenberger Ct
Ship To Address: 21 Hegenberger Ct
Bill To City, State, Zip: Oakland CA 94621
Ship To City, State, Zip: Oakland CA 94621

SALES TAX EXEMPTION CERTIFICATE #:
(PLEASE PROVIDE A COPY OF CERTIFICATE)

G&G Builders

G&G Builders, Inc.
Powered by RedTeam

CONSTRUCTION MANAGEMENT PROPOSAL

3/31/2021

Ali Arabshahi
Redgwick General Engineering Contractor
21 Hegenberger Ct.
Oakland, CA 94621

Re: Our Proposal 2790001 for **Sherman Elementary Play Structure Modifications**

Facility Name: Redgwick General Engineering Contractor
Redgwick General Engineering Contractor, 21 Hegenberger Ct., Oakland, CA 94621

This Proposal is for the Project referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to furnish the following:

- Provide labor tools & equipment to modify the existing play structure by removing existing parts as needed and installing new parts provided by owner

Price:	**$ 17,650.00** *Seventeen Thousand Six Hundred Fifty Dollars and Zero Cents*
Time:	The duration of the Work to achieve Substantial Completion is TBD.
Terms:	Upon Receipt, 0.00% Retainage
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).

Please contact me at 925-846-9023 or via e-mail gcallahan@ggbuildersinc.com if you have any questions or require additional information.

Regards,
G&G Builders, Inc.

Gerard Callahan
President

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Work. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by **G&G Builders, Inc.** may result in additional charges. Invoices for Work completed shall be presented at least monthly and shall be due within 30 days. In the event **G&G Builders, Inc.** is required to pursue any collection efforts to be paid, Customer shall be responsible for all of **G&G Builders, Inc.`s** attorney`s fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest on all unpaid amounts at 1 1/2 % per month.

Client Signature:

.....
Redgwick General Engineering Contractor

Date:

.....

OUSD

Lee Sims <lee.sims@ousd.org>

RE: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

1 message

Ali Arabshahi <ali@redgwick.com> Sun, May 2, 2021 at 10:25 PM
To: Lee Sims <lee.sims@ousd.org>
Cc: Travis Miller <travis@redgwick.com>, Bob Rahebi <bob@redgwick.com>, Chris Sanchez <chris@redgwick.com>, Ralph Barajas <ralph@redgwick.com>

Dear Ms. Sims

Sorry that I missed your call this afternoon. Per your request & voicemail, please see attached a copy of the contract for you reference. The total contract amount is **$203,900.00** and the contingency allowance is **$9,700.00**.

I have also attached a copy of the AEDs that I submitted and were approved.

Let me know if you have any other questions.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

REDGWICK CONST. CO. SINCE 1947

From: Lee Sims <lee.sims@ousd.org>
Sent: Thursday, April 29, 2021 11:45 AM
To: Ali Arabshahi <ali@redgwick.com>
Cc: Travis Miller <travis@redgwick.com>; Bob Rahebi <bob@redgwick.com>; Chris Sanchez <chris@redgwick.com>; Ralph Barajas <ralph@redgwick.com>
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: you can have them by Monday...needed to get organized from a year.

Lee

On Thu, Apr 29, 2021 at 11:06 AM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

Hope you are doing well. Were you able to work on AEDs number 1 & 2 ? If so please send them over to us so we can review and send them back to you. Thanks.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

From: Ali Arabshahi <ali@redgwick.com>
Sent: Tuesday, April 20, 2021 8:06:34 PM
To: Lee Sims <lee.sims@ousd.org>
Cc: Travis Miller <travis@redgwick.com>; Bob Rahebi <bob@redgwick.com>; Chris Sanchez <chris@redgwick.com>; Ralph Barajas <ralph@redgwick.com>
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Dear Ms. Sims

Thanks for your prompt reply. Redgwick is always ready to work with you & OUSD and we would be happy to collaborate on future projects. Please send us all the documents for the upcoming project in order for us to review the details and provide the most accurate pricing.

We always welcome collaboration between Redgwick & OUSD.

Best Regards,

Ali Arabshahi

From: Lee Sims <lee.sims@ousd.org>
Sent: Tuesday, April 20, 2021 7:43 PM
To: Ali Arabshahi
Cc: Travis Miller; Bob Rahebi; Chris Sanchez; Ralph Barajas
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: I have packed up and moved back to OUSD and will be more efficient. My computer and printer broke with the load of work. Did you

see Cesar Chavez landscaping on Channel 5 today.....that was my project. Hopefully Redgwick can be available for an upcoming project

with Trust For Public at Maxwell Park. It will be negotiated....Trust for Public Land, I am their contact..

Will work on AED #1 & 2 and get back to you by at least Friday.

Lee

On Tue, Apr 20, 2021 at 5:01 PM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

Hope all is well. Any updates on AED#1 & 2? Would you please forward those to us so we can review and sign? Thanks.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

From: Lee Sims <lee.sims@ousd.org>
Sent: Wednesday, April 07, 2021 8:33 PM
To: Ali Arabshahi <ali@redgwick.com>
Cc: Travis Miller <travis@redgwick.com>; Bob Rahebi <bob@redgwick.com>; Chris Sanchez <chris@redgwick.com>; Ralph Barajas <ralph@redgwick.com>
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: I will prepare AED #1 and the current attachment of AED #2 for your signature.

Lee

On Thu, Apr 1, 2021 at 9:13 AM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

Hope all is well. Please find attached the CCO request for modifying the newly installed play structure.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

From: Lee Sims <lee.sims@ousd.org>
Sent: Tuesday, March 23, 2021 9:30 AM
To: Ali Arabshahi <ali@redgwick.com>
Cc: Travis Miller <travis@redgwick.com>; Bob Rahebi <bob@redgwick.com>; Chris Sanchez <chris@redgwick.com>; Ralph Barajas <ralph@redgwick.com>
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: I will use $9,700.00 from the contingency fund and request additional funds from accounting on the playmatting

master account

Lee Sims, Project Manager

415-641-7279

On Mon, Mar 22, 2021 at 10:05 PM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

Thanks for your email. Since only the material costs $30,675.51, would you please let me know how the rest of CCO will get paid?

Best Regards,

Ali Arabshahi

From: Lee Sims <lee.sims@ousd.org>
Sent: Monday, March 22, 2021 8:20 PM
To: Ali Arabshahi
Cc: Leo Seavey; Travis Miller; Bob Rahebi; Chris Sanchez; Ralph Barajas
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: Thanks for the update. I will contact SofSurfaces and see if they can put a rush on the materials. We have $6,900.00 in the approved

contingency account that we can utilize at this time for any extra charges up to this amount.

Lee

On Wed, Mar 17, 2021 at 9:02 PM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

I have already sent you the cost of material that I have received from Leo on Monday 3/15 (Please see attached email for your reference).The cost of the extra material to modify the play structures is **$30,675.51**

and per our phone conversation and email that you sent, you agreed on ordering the material ASAP since the school's principle is asking us to complete our work as the kids are going to come back to school pretty soon. I am in contact with G&G Builders and trying to get a cost of installation of the extra material as well. I will get back to you as soon as I receive that from them and send you a formal CCO request.

Please note that the extra material was ordered on Monday 3/15 per your approval. The new material has a lead time of **4-6 weeks**.

Let me know if you have any other questions.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

From: Lee Sims <lee.sims@ousd.org>
Sent: Wednesday, March 17, 2021 8:25 PM
To: Ali Arabshahi <ali@redgwick.com>; Leo Seavey <LSeavey@mrcrec.com>
Subject: Re: [EXTERNAL SENDER] FW: Sherman Play Ground - OUSD

Ali: You need to get the prices/quotes to me asap as the site is concerned about time. You have a contingency of $6,900.00 to use and

we will deduct this amount from the total extra cost.

Please proceed as school is rumored to start. We have given the time of 2-12 weeks to complete. Call me if you have any questions.

Lee Sims, Project Manager

415-641-7279

On Mon, Mar 15, 2021 at 9:21 AM Ali Arabshahi <ali@redgwick.com> wrote:

Dear Ms. Sims

Hope all is well. I have just received email below from GameTime and working to get a pricing on the installation/modification of the newly installed play structure. This way I can put together a formal CCO request and send it to you for your review & acceptance. Once we have an approved CCO, we can place an order on the extra pieces and then resume with the job.

Let me know if you have any other questions.

Best Regards,

Ali Arabshahi | Project Manager

Redgwick Construction | www.redgwick.com

21 Hegenberger Ct., Oakland, CA 94621

O: 510-792-1727 | F: 510-792-1728 | C: 510-506-0667

From: Leo Seavey <LSeavey@mrcrec.com>
Sent: Monday, March 15, 2021 8:50 AM
To: Ali Arabshahi <ali@redgwick.com>
Cc: donald cooper <dcooper@mrcrec.com>
Subject: FW: Sherman Play Ground

Ali,

Please see attached. These are the changes required to change the Sherman ES structure to 2-12 age appropriate, as requested by the school district. Please proceed with necessary change orders so we can get this ordered. If you have any question you can reach me or Donald Copper. If this needs to go to another person please forward and cc me and Donald.

Thanks,

Leo Seavey

GameTime / MRC

Direct: 415-246-9022

lseavey@mrcrec.com

View all of our catalogs: https://mrcrec.com/digital-catalogs/

From: Donald Cooper <dcooper@mrcrec.com>
Date: Monday, March 1, 2021 at 11:34 AM
To: Leo Seavey <LSeavey@mrcrec.com>
Subject: Re: Sherman Play Ground

Leo,

See attached.

Donald Cooper, CPSI

Brook 35 Park

2130 Route 35

Building B Suite 222

Sea Girt, NJ 08750

800.922.0070 ext 1034

Direct Line: 732-781-9034

f: 732-974-0226

From: Leo Seavey <LSeavey@mrcrec.com>
Date: Friday, February 26, 2021 at 1:54 PM
To: Don Cooper <dcooper@mrcrec.com>
Subject: FW: Sherman Play Ground

Donald, when you return. Please make the last change I requested yesterday and then get me top view and quote so I can turn into the SD and GC.

Leo

From: Leo Seavey <LSeavey@mrcrec.com>
Date: Friday, February 26, 2021 at 10:51 AM
To: Brianne Zika <brianne.zika@ousd.org>
Subject: Re: Sherman Play Ground

Brianne,

I will to turn into to school district for approval then it get a change order from the contractor. Once we receive an order for new components it will be approx. 30 days to ship. Then it up to contractor's schedule. I would guess late April early May if everything moves forward as normal.

Best,

Leo Seavey

GameTime / MRC

Direct: 415-246-9022

lseavey@mrcrec.com

View all of our catalogs: https://mrcrec.com/digital-catalogs/

From: Brianne Zika <brianne.zika@ousd.org>
Date: Friday, February 26, 2021 at 10:17 AM
To: Leo Seavey <LSeavey@mrcrec.com>
Subject: Re: Sherman Play Ground

Great. Thanks Leo!

Can you please let me know what the timeline will look like for completion?

Thanks so much for your flexibility!

Bri

On Thu, Feb 25, 2021 at 11:06 PM Leo Seavey <LSeavey@mrcrec.com> wrote:

Hi Brianne, I think we have step railings available is the same barrier type railing as on s decks. I will confirm we can make this change. I'm glad the staff likes the new design.

Best,

Leo Seavey

GameTime / MRC

Direct: 415-246-9022

lseavey@mrcrec.com

View all of our catalogs: https://mrcrec.com/digital-catalogs/

From: Brianne Zika <brianne.zika@ousd.org>
Date: Thursday, February 25, 2021 at 10:31 PM
To: Leo Seavey <LSeavey@mrcrec.com>
Subject: Fwd: Sherman Play Ground

Hi Leo,

Thank you so much for sharing the design. My team took a look and they really like it. They have one question about the railing (see below).

Thank you!

Bri

---------- Forwarded message ---------
From: **Maria Ramosdeduenas** <maria.ramosdeduenas@ousd.org>
Date: Thu, Feb 25, 2021 at 1:30 PM
Subject: Re: Sherman Play Ground
To: VILMA SERRANO <vilma.serrano@ousd.org>
CC: PATI VELEZ-CEJA <patricia.ceja@ousd.org>, Brianne Zika <brianne.zika@ousd.org>, MARTHA ESCOBAR-GIRON <martha.escobar@ousd.org>, HOLLY WELCH <holly.welch@ousd.org>, Jennifer Corn <jennifer.corn@ousd.org>

Same here,this design looks much safer now.

Mary Ramos

510-566-1313

Melrose Leadership Academy

On Thu, Feb 25, 2021 at 1:28 PM VILMA SERRANO <vilma.serrano@ousd.org> wrote:

agree with Pati on this! Looks great otherwise.

On Thu, Feb 25, 2021 at 1:09 PM PATI VELEZ-CEJA <patricia.ceja@ousd.org> wrote:

Wow that looks great. Love the multiple slides. My only question would be around the railing on the stairs. The spacing for the railing there still looks a bit wide but. Would it be possible to get the stair railing to be like the railing all around.

On Thu, Feb 25, 2021 at 1:04 PM Brianne Zika <brianne.zika@ousd.org> wrote:

Hi Team,

Please see the playground design below and share any feedback with me via email. I'd like to give Leo our thumbs up and/or feedback by tomorrow if possible.

Thanks,

bri

---------- Forwarded message ---------
From: **Leo Seavey** <LSeavey@mrcrec.com>
Date: Fri, Feb 19, 2021 at 4:26 PM
Subject: Sherman Play Ground
To: Brianne Zika <brianne.zika@ousd.org>
Cc: Mark Cavalli <mark.cavalli@ousd.org>, Lee Sims <lee.sims@ousd.org>

Hello Brianne,

Here are several view color renderings for your review. Sorry about the delay We had to run this by engineering as well as compliance to make sure it worked. Let me know so we can get pricing to the district for approval. I am available Monday if you have questions.

Best,

Leo Seavey

GameTime / MRC

Direct: 415-246-9022

lseavey@mrcrec.com

View all of our catalogs: https://mrcrec.com/digital-catalogs/

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Brianne Zika

Principal, Melrose Leadership Academy

https://melroseleadershipacademy.org/

c. 818.300.5025

--

Patricia Velez-Ceja

Community School Manager

Melrose Leadership Academy (MLA)

4730 Fleming Ave.

Oakland, CA 94619

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Brianne Zika

Principal, Melrose Leadership Academy

https://melroseleadershipacademy.org/

c. 818.300.5025

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Brianne Zika

Principal, Melrose Leadership Academy

https://melroseleadershipacademy.org/

c. 818.300.5025

3 attachments

AED Request # 2 order & Install New Added Pieces Rev.1.pdf
444K

AED Request # 1 Returning Playmatting.pdf
13727K

4571 - Sherman Playmatting Contract (Travis Signed)_8-7-2020.pdf
4007K

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Sherman Elementary School Playmatting Project	**Site**	153

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	Redgwick Construction Company	Agency's Contact	Travis Miller				
OUSD Vendor ID #	003557	Title	President				
Street Address	21 Hegenberger Court	City	Oakland	State	CA	Zip	94614
Telephone	510-792-1727	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes, **X** No					
OUSD Project #	19138						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-16-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	5-31-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 48,134.11
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9824	Fund 21, Measure J	210-9650-0-9824-8500-6271-153-9180-9905-9999-99999	6271	$48,134.11

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Acting Director, Facilities Planning and Management				
	Signature KChatman		Date Approved	8/27/21	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Kelly M. Rem Lozano Smith, as to form only		Date Approved	8/26/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	8/29/21	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	20-1598
Introduction Date	9-9-2020
Enactment Number	20-1393
Enactment Date	9/9/2020 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning & Management Department

Board Meeting Date September 9, 2020

Subject Award of Agreement Between Owner and Contractor - Competitively Bid –Redgwick Construction Company – Sherman Elementary School Playmatting Installation Project – Division of Facilities Planning & Management

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Action Requested

Approval by the Board of Education of Award of Agreement Between Owner and Contractor – Competitively bid – on behalf of the District to Redgwick Construction Company ("Contractor"), Oakland, California, for the latter to remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure for the Sherman Elementary School Playmatting Installation Project, in the amount of $203,900.00, which includes a contingency of $9,700.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **September 16, 2020**, and scheduled to last for **Sixty (60)** Calendar days pursuant to the contract. In addition, it is also requested that the Board of Education consent to the lowest responsive bidder's, Mar Con Builders, request from July 30, 2020, to withdraw their bid for the Sherman Elementary School Playmatting Installation Project based on a mistake and award contract to the second lowest bidder, Redgwick Construction Company, as described above. Per Public Contract Code section 5101, a bidder cannot be relieved of the bid unless the awarding authority consents.

Discussion

The scope of work of the contract consists of installation and replacement services for the playmatting tiles & playmatting project. Contractor was selected through competitive bidding. (Public Contract Code 22037).

LBP **(Local Business Participation Percentage)**

0.00%

Recommendation

Approval by the Board of Education of Award of Agreement Between Owner and Contractor – Competitively bid – on behalf of the District to Redgwick Construction Company ("Contractor"), Oakland, California, for the latter to remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure, for the Sherman Elementary School Playmatting Installation Project, in the amount of $203,900.00, which includes a contingency of $9,700.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on September 16, 2020, and scheduled to last for Sixty (60) Calendar days pursuant to the contract. In addition, it is also requested that the Board of Education consent to the lowest responsive bidder's, Mar Con Builders, request from July 30, 2020, to withdraw their bid for the Sherman Elementary School Playmatting Installation Project based on a mistake and award contract to the second lowest bidder, Redgwick Construction Company, as

described above. Per Public Contract Code section 5101, a bidder cannot be relieved of the bid unless the awarding authority consents.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Payment & Performance Bonds
- Insurance Certificate

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

Legislative File ID No. 20-1598

Department: **Facilities Planning & Management**

Vendor Name: **Redgwick Construction Company**

Project Name: **Sherman ES Playmatting Installation** **Project No.:19138**

Contract Term: Intended Start: 9-16-2020 Intended End: 11-15-2020

Amended End:

Annual (if annual contract) or Total (if multi-year agreement) Cost: **$203,900.00**

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 contractor or vendor selected?

Redgwick Construction was the second lowest responsive and responsible bid, and was selected by the District for the Sherman Elementary School Playmatting Installation Project because the lowest responsive bidder requested to withdraw their bid for the Project based on a mistake, per Public Contract Code Section 5000 et.seq.

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

Contractor will remove existing playmatting and play structure and install new SofSurfaces playmatting tiles and play structure for the Sherman Elementary School Playmatting Installation Project.

Was this contract competitively bid? ☒ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding – *contact legal counsel to discuss if applicable*

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

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $95,200 or less (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $95,200 (as of 1/1/19)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $95,200 (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **September 16, 2020,** is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **REDGWICK CONSTRUCTION COMPANY** hereinafter called the "Contractor."

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

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

the Sherman Elementary Playmattig Installation Project , located at 5328 Brann Street, Oakland, California,

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

OUSD – 955 High Street, Oakland, CA, 94601**,**

and other Contract Documents relating thereto.

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

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Sixty (60)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **September 16, 2020**, in which case the deadline for completion would be **November 15, 2020**.

Failure to Complete the Work within the Contract Time and in the manner provided

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: One Thousand $1,000.00 for each calendar day.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: One Thousand $ 1,000.00 for each calendar day.

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

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time,

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

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **TWO HUNDRED THREE THOUSAND, NINE HUNDRED DOLLARS AND NO/100 ($203,900.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of NINE THOUSAND SEVEN HUNDRED DOLLARS $9,700.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their

provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

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

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

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

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

portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar

day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner

with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be One Million $1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Two Million $2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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

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

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

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

9/10/2020

Jody London, President, Board of Education — Date

9/10/2020

Kyla Johnson-Trammell, Superintendent Board of Education — Date

9/14/20

Tadashi Nakadegawa, Interim Chief, Facilities Planning and Management — Date

CONTRACTOR

REDGWICK CONSTRUCTION CO. *[FIRM NAME]*

By: _____

Name: Travis Miller

Title: Vice President

Approved As To Form:

Kelly M. Rem 8-13-20

OUSD Facilities Legal Counsel Date

140037

CALIFORNIA CONTRACTOR'S LICENSE NO.

5/31/2020

LICENSE EXPIRATION DATE

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Sherman Elementary	Date:	Wednesday, July 29, 2020
Project:	PlayMatting	Time:	12:00 PM
Project #:	19138	Project Mgr:	Lee Sims
Estimate:	$97,000	Architect:	N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Mar Con Builders	Base Bid:	$114,460.00		**Required Day of Bid:**	
Address:	8108A Capwell Dr	Allowance:	$9,700.00		Signed Bid Form	X
City/State:	Oakland, CA	**TOTAL:**	$124,160.00		Addendum Acknow.	X
Phone:	510-639-1914	Alternates:			Bid Bond	X
Fax:	510-639-1915				Non-Collusion	X
					Iran Contracting Certification	X
	NON-RESPONSIVE		Time Submitted	Date Submitted	Site Visit Certification	X
			12:01 PM	7/29/2020	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	X
			12:30 PM	7/29/2020		
Company:	Redwick Construction Company	Base Bid:	$194,200.00		**Required Day of Bid:**	
Address:	21 Hegenberger Ct	Allowance:	$9,700.00		Signed Bid Form	X
City/State:	Oakland, CA	**TOTAL:**	$203,900.00		Addendum Acknow.	X
Phone:	510-792-1721	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	X
			Time Submitted	Date Submitted	Site Visit Certification	X
			12:02 PM	7/29/2020	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	X
			12:30 PM	7/29/2020		
Company:	Bay Construction Company	Base Bid:	$238,000.00		**Required Day of Bid:**	
Address:	4026 Martin Luther King Jr Way	Allowance:	$9,700.00		Signed Bid Form	X
City/State:	Oakland, CA	**TOTAL:**	$247,700.00		Addendum Acknow.	X
Phone:	5101-658-7225	Alternates:			Bid Bond	X
Fax:					Non-Collusion	X
					Iran Contracting Certification	X
			Time Submitted	Date Submitted	Site Visit Certification	X
			11:19 AM	7/29/2020	Contractor's Sub List	X
					Debarment Suspension & Schd Z	X
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	X
			12:30 PM	7/29/2020		
Company:		Base Bid:			**Required Day of Bid:**	
Address:		Allowance:	$9,700.00		Signed Bid Form	
City/State:		**TOTAL:**			Addendum Acknow.	
Phone:		Alternates:			Bid Bond	
Fax:					Non-Collusion	
					Iran Contracting Certification	
			Time Submitted	Date Submitted	Site Visit Certification	
					Contractor's Sub List	
					Debarment Suspension & Schd Z	
					Local Business Participation Form	
			Time Opened	Date Opened	DVBE Forms	

OUSD

Juanita Hunter <juanita.hunter@ousd.org>

Formal Bid withdraw for Sherman Elementary

2 messages

Marco Manriquez <marco@marconcompany.com> Thu, Jul 30, 2020 at 5:59 PM
To: Juanita Hunter <juanita.hunter@ousd.org>
Cc: Lee Sims <lee.sims@ousd.org>, Andy Arechiga <andy@marconcompany.com>

Good evening Junita,

I would like to formally withdraw my bid for the Sherman Elementary bid due to a bid error . Let me know if you will need any additional information ?

Thank you for all your help,

Marco Manriquez

CEO/President

Mar Con Co

Office: (510) 639-1914 | Fax: (510) 639-1915

8108A Capwell Dr, Oakland, CA 94621

Web: https://www.marconcompany.com/

General Contractor | C-15 Flooring | C-6 Carpentry | C-9 Drwall

SLBE, SLEB, Port of Oakland, ACTA/ACTIA, MBE, DBE, NMSDC

Questions about billing? Please send an email to

accounting@marconcompany.com

Juanita Hunter <juanita.hunter@ousd.org> Thu, Jul 30, 2020 at 6:47 PM
To: Marco Manriquez <marco@marconcompany.com>

Thanks Marco.

Juanita Hunter, Specialist, Facilities Contracts & Bids
Facilities Planning & Management
955 High Street, Oakland, CA 94601
P 510-535-7044, F 510-535-7040

OUSD "Education Matters"

[Quoted text hidden]

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of REDGWICK CONSTRUCTION CO., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Sherman Elementary School PLAYMATTING Installation Project, 5328 Brann Street, Oakland (the "Contract").**

The Contract Documents were prepared by ***Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.***

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

ONE HUNDRED FOUR thousand TWO hundred FORTY *Base Bid Amount*	Dollars $ ~~164,731~~ 194,200
Nine thousand, Seven Hundred *Contingency Allowance*	Dollars $ **$9,700.00**
Two hundred three thousand NINE HUNDRED FORTY *Total Bid Amount*	Dollars $ 203 900

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Nine Thousand, Seven Hundred dollars No/100 ($9,700.00).**

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 above listed Bids.

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, "flood" excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, "earthquake" is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

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

that this contractor does not appear on the Excluded Parties List.
https://www.sam.gov/portal/public/SAM

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

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

FAX 510 792 1727

Redgwick Construction Co.
21 Hegenberger Ct.
Oakland, CA 94621

Our Public Liability and Property Damage Insurance is placed with:

TRAVELERS

Our Workers' Compensation Insurance is placed with:

TRAVELERS

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

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

Addendum No. 1 Date 7/20/20 Addendum No. 4 Date 7/24/20
Addendum No. 2 Date 7/22/20 Addendum No. _____ Date _____
Addendum No. 3 Date 7/22/20 Addendum No. _____ Date _____

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

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

rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Bob Rahebi

Title: President

Name of Company as Licensed in California: REDGWICK CONSTRUCTION CO.

Business Address: 21 HEGENBERGER CT OAKLAND CA 94621

Telephone Number: 510 792 1727

California Contractor License No.: 1400 97

Class and Expiration Date: A 5/31/2020

Public Works Contractor Registration No.: 1000008863

State of Incorporation, if Applicable: CALIFORNIA

( ) Evidence of authority to bind corporation is attached.

Dated: 7/29, 2020

Signed: [signature]

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of Mar Con Builders, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Sherman Elementary School PLAYMATTING Installation Project, 5328 Brann Street, Oakland (the "Contract").**

The Contract Documents were prepared by ***Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.***

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

one hundred fourteen thousand four hundred sixty ***Base Bid Amount***	**Dollars $** 114460
Nine thousand, Seven Hundred ***Contingency Allowance***	**Dollars $ $9,700.00**
one hundred twenty four thousand one sixty ***Total Bid Amount***	**Dollars $** 124160

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Nine Thousand, Seven Hundred dollars No/100 ($9,700.00).**

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 above listed Bids.

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, "flood" excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, "earthquake" is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

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

that this contractor does not appear on the Excluded Parties List.
https://www.sam.gov/portal/public/SAM

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

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

Marco Manriquez Phone 510-639-1914, Fax 510-639-1915

8108A Capwell Dr, Oakland, CA

Our Public Liability and Property Damage Insurance is placed with:

Mt. Hawley Insurance Company NAIC#37974

Our Workers' Compensation Insurance is placed with:

Everest Premier Insurance Company NAIC#16045

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

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

Addendum No. 1 Date 07/20/20 Addendum No. 4 Date 07/24/20
Addendum No. 2 Date 07/22/20 Addendum No. _____ Date _____
Addendum No. 3 Date 07/22/20 Addendum No. _____ Date _____

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

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

rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Marco Manriquez

Title: President

Name of Company as Licensed in California: Mar Con Builders

Business Address: 8108A Capwell Dr, Oakland, CA

Telephone Number: 510 639-1914

California Contractor License No.: 829636

Class and Expiration Date: B, C-15, C-6, C-9 03/31/2021

Public Works Contractor Registration No.: 1000049865

State of Incorporation, if Applicable: California

( ) Evidence of authority to bind corporation is attached.

Dated: 07/29, 2020

Signed: Marco Manriquez

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of _____, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as: **Sherman Elementary School PLAYMATTING Installation Project, 5328 Brann Street, Oakland (the "Contract").**

The Contract Documents were prepared by ***Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.***

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

two hund thirty Eight thousand ***Base Bid Amount***	**Dollars $** 238,000
Nine thousand, Seven Hundred ***Contingency Allowance*** Seven hundred	**Dollars $** **$9,700.00**
two hund forty Seven thousand ***Total Bid Amount***	**Dollars $** 247,700

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Nine Thousand, Seven Hundred dollars No/100 ($9,700.00).**

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 above listed Bids.

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, "flood" excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, "earthquake" is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

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

that this contractor does not appear on the Excluded Parties List.
https://www.sam.gov/portal/public/SAM

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

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

4026. Martin Luther King Jr. Way,
Oakland, CA 94609.

Our Public Liability and Property Damage Insurance is placed with:

Horizon Specialty Insurance Company.

Our Workers' Compensation Insurance is placed with:

State [redacted]. Compensation Insurance Fund.

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

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

Addendum No. 1	Date 7/20	Addendum No. #4	Date [illegible]
Addendum No. 2	Date 7/22	Addendum No. _____	Date _____
Addendum No. 3	Date 7/22	Addendum No. _____	Date _____

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

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

rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Yong Way.

Title: President

Name of Company as Licensed in California: MarkLeefYongKanjine DBA, Bay Construction Co.

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

Telephone Number: (510) 658-7225

California Contractor License No.: 593411

Class and Expiration Date: A, B, C-27, C-33, 05/31/22

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: CA

☒ Evidence of authority to bind corporation is attached.

Dated: 07/29, 2020

Signed: _____

DOCUMENT 00 40 02

SITE VISIT CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: PLEASE CIRCLE THE PROJECT THAT YOU ATTENDED

Project Name	Project No.	Time	Address
Acord Woodland	19130	10:00 am	1025 81st. Street, Oakland, CA 94621
Global Family	17116	11:00 am	2035 40th Avenue, Oakland, CA 94601
Emerson CDC	19131	12:00 pm	4803 Lawton Avenue, Oakland, CA 94609
Piedmont Elementary	19137	1:00 pm	4314 Piedmont Avenue, Oakland, CA 94611
Sherman Elementary	19138	2:00 pm	5328 Brann Street, Oakland, 94619

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X I certify that FERNANDO PACHECO (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 7/29/2020

Proper Name of Bidder: REDGWICK CONSTRUCTION CO.

Signature: _____

Print Name: Bob Rahebi

Title: President

END OF DOCUMENT

DOCUMENT 00 40 03
NONCOLLUSION DECLARATION

wner: Oakland Unified School District

Contract: PLEASE CIRCLE WHICH PROJECT THIS IS FOR

Project Name	Project No.	Address
Global Family	17116	2035 40th Avenue, Oakland, CA 94601
Acorn Woodland	19130	1025 81st. Street, Oakland, CA 94621
Emerson CDC	19131	4803 Lawton Avenue, Oakland, CA 94609
Piedmont Elementary	19137	4314 Piedmont Ave, Oakland
Sherman Elementary	19138	5328 Brann Street Oakland, CA

The undersigned declares:

I am the PRESIDENT of REDGWICK CONSTRUCTION CO, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the d are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/29, 2020, at OAKLAND [*city*], CA [*state*].

Signature

Bob Rahebi
Print Name President

DOCUMENT 00 43 00
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 7/29/2020

Signature

Name: BOB RAHEBI

Title: PRESIDENT

DOCUMENT 00 40 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned Redgwick Construction Co. as Principal and The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound unto the Oakland Unified School District ("Owner") in the sum of Ten Percent (10%) of the total amount bid - - - Dollars ($ ———) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of PLAYMATTING PROJECTS in strict accordance with Contract Documents.

Global Family Elementary School, Project No. 17116
Acorn Woodland Elementary School, Project No. 19130
Emerson CDC, Project No. 19131
Piedmont Elementary School, Project No. 19137
Sherman Elementary School, Project No. 19138

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 24th day of July, 2020, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Redgwick Construction Co.
(Principal)

21 Hegenberger Court, Oakland, CA 94621
(Business Address)

Bob Rahebl
President

The Ohio Casualty Insurance Company
(Corporate Surety)

255 California St., San Francisco, CA 94111
Business Address)

By:
Betty L. Tolentino, Attorney-in-Fact

The rate or premium of this bond is n/a per thousand, the total amount of premium charged, $ n/a.

(The above must be filled in by Corporate Surety Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer).

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 July 24, 2020 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

K. ZEROUNIAN
Notary Public – California
San Francisco County
Commission # 2199730
My Comm. Expires Jun 29, 2021

Signature _____ **(Seal)**

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.

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

Certificate No: **8197921- 024125**

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.

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

By: David M. Carey, 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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 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, 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 24th day of July, 2020

By: Renee C. Llewellyn, Assistant Secretary

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 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

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.

DOCUMENT 00 52 00

SCHEDULE Z

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

REDGWICK CONSTRUCTION CO.	
Company Name	Signature of Authorized Representative
21 HEGENBERGER CT OAKLAND	BOB RAHEBT
Address	Type or Print Name PRESIDENT
510 7921727 7/29/2020	
Area Code Phone Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

Bond No. 070211153
Premium: $2,202.00

DOCUMENT 00 61 00
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, Redgwick Construction Co. as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of **Two Hundred Three Thousand, Nine Hundred Dollars and No/100 ($203,900.00)** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated September 10, 2020, for construction of

the ("Contract") Sherman Elementary School Playmatting Installation Project, located at 5328 Brann Street, Oakland, California

Contractor will remove existing playmatting and play structure and installation of new SofSurfaces playmatting tiles and play structure.

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 4th day of August, 2020, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Redgwick Construction Co.
(Corporate Principal)

21 Hegenberger Court, Oakland, CA 94621
(Business Address)

Travis Miller
Vice President

(Affix Corporate Seal)

The Ohio Casualty Insurance Company
(Corporate Surety)

255 California St., San Francisco, CA 94111
(Business Address)

By: Betty L. Tolentino, Attorney-in-Fact

The rate of premium on this bond is $10.80 per thousand.

The total amount of premium charged is $2,202.00.

The above must be filled in by Corporate Surety.

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 August 4, 2020 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

K. ZEROUNIAN
Notary Public – California
San Francisco County
Commission # 2199730
My Comm. Expires Jun 29, 2021

Signature _____ **(Seal)**

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.

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

Certificate No: **8197921- 024125**

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.

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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 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, 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 4th day of August, 2020

By: 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.

Bond No. 070211153
Premium included in charge
for performance bond

DOCUMENT 00 61 01
PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

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

the ("Contract") Sherman Elementary School Playmatting Installation Project Contract, located at 5328 Brann Street, Oakland, California

which consists of Contractor will remove existing playmatting and play structure and installation of new SofSurfaces playmatting tiles and play structure.

which said agreement dated September 10, 2020, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Redgwick Construction Co. ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of **Two Hundred Three Thousand, Nine Hundred Dollars and No/100 ($203,900.00)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 4th day of August, 2020.

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

Redgwick Construction Co.

Principal

Travis Miller
Vice President

The Ohio Casualty Insurance Company

Surety

By:

Betty L. Tolentino, Attorney-in-Fact

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

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 August 4, 2020 before me, K. Zerounian, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

K. ZEROUNIAN
Notary Public – California
San Francisco County
Commission # 2199730
My Comm. Expires Jun 29, 2021

Signature _____ **(Seal)**

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.

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

Certificate No: **8197921- 024125**

POWER OF ATTORNEY

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Member, Pennsylvania Association of Notaries

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By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2020

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

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

PRODUCER
Arthur J. Gallagher & Co.
Insurance Broker of CA Inc. LIC #0726293
1160 Battery Street, Suite 360
San Francisco CA 94111

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 415-391-1500 FAX (A/C, No): 415-391-1882
E-MAIL ADDRESS: CERTREQUESTS@AJG.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of CT	25682
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED REDGCON-02
Redgwick Construction Co.
21 Hegenberger Court
Oakland CA 94621

COVERAGES **CERTIFICATE NUMBER:** 82153510 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	DT22-CO-366K4685-TCT-19	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	810-1L612615-19-26-G	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deduct	$ 1,000 / $1,000
C	UMBRELLA LIAB X OCCUR			CUP-0J404992-19-26	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB-0J403829-19-26-G	12/31/2019	12/31/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution	N		PEC004508205	12/31/2019	12/31/2020	Occur/Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project#: 19138
RE: Sherman Elementary School Playmatting Installation; located at 5328 Brann Street, Oakland, California.
ADDITIONAL INSURED(S): Oakland Unified School District.
NOTICE OF CANCELLATION: The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER
Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Sherman Elementary School Playmatting Installation Project	**Site**	153

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	Redgwick Construction Company	Agency's Contact	Bob Rahebi				
OUSD Vendor ID #	003557	Title	Project Manager				
Street Address	21 Hegenberger Ct.	City	Oakland	State	CA	Zip	94621
Telephone	510-792-1727	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes **X** No					
OUSD Project #	19138						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-16-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	11-15-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$ 203,900.00	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9829	Fund 21 Measure J	210-9650-0-9829-8500-6271-153-9180-9005-9999-99999	6271	$203,900.00

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Acting Director, Buildings & Grounds				
	Signature For Kenya Ortman		Date Approved	8/14/20	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Kelly M. Rem (Lozano Smith)		Date Approved	8-13-20 (as to form)	
3.	**Interim Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	8/14/20	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT