

Board Office Use: Legislative File Info.	
File ID Number	24-1732
Introduction Date	8-14-2024
Enactment Number	24-1378
Enactment Date	8/14/2024 CJH



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Marc White, Director, Department of Buildings & Grounds - Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management

**Board Meeting Date** August 14, 2024

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Pinguelo Construction, Inc. – Havenscourt Middle School Campus Building M (CCPA) and Lockwood STEAM Academy Window Replacement Project –Buildings and Grounds Department

**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 Pinguelo Construction Inc., Fairfield, CA, for an additional 18 window replacements for classrooms 110, 111, and 206 which includes PCO 1. Construction of replacing windows for the Havenscourt Middle School Campus Building M (CCPA) and Lockwood STEAM Academy Window Replacement Project, in the amount of \$167,465.00, increasing the contract price from \$3,045,000.00 to \$3,212,465.00, and extending the term of the Agreement an additional 365 calendar days, pursuant to the Change Order.

**Discussion** This Change Order is for Havenscourt Middle School Campus Building M (CCPA) and Lockwood STEAM Academy Window Replacement Project for additional construction services which includes PCO1 to be approved for 18 additional windows replacements.

**LBP** (Local Business Participation Percentage) 00.0%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the District and Pinguelo Construction Inc., Fairfield, CA, for an additional 18 window replacements for classrooms 110, 111, and 206 which includes PCO 1. Construction of replacing windows for the Havenscourt Middle School Campus Building M (CCPA) and Lockwood STEAM Academy Window Replacement Project, in the amount of \$167,465.00, increasing the contract price from \$3,045,000.00 to \$3,212,465.00, and extending the term of the Agreement an additional 365 calendar days, pursuant to the Change Order.

**Fiscal Impact** Fund 140 Deferred Maintenance

**Attachments**

- Change Order No. 1, and Other Documents
- Routing Form
- File ID 22-2882

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER

### For Design-Bid-Build Contract

Owner: Oakland Unified School District  
Project: CCPA Building M Window Replacement  
School: CCPA Middle School  
Contractor: Pinguelo Construction, Inc.  
  
Change Order No.: 1  
  
Date: July 15th, 2024  
  
DSA File No.: N/A  
DSA Application No.: N/A  
OUSD Project #: 70017  
Project Manager: Marcus Board

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY 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 AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): Adding 18 additional windows in classrooms 110, 111, and 206 that were not included in the original scope of work. As well as increasing project completion date by 365 Days.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$167,465.00

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 365 calendar days

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$3,045,000.00
Prior Change Orders:	+ \$0
Total Contract Price Prior to this Change Order	= \$3,045,000.00
This Change Order's Adjustment:	+ \$167,465.00
Adjusted Contract Price (include all special and contingency allowances):	= \$3,212,465.00

Current Change Order's Percentage of Original Contract Price:	5.4%
Total Change Orders' Percentage of Original Contract Price:	5.4%

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

## SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	365 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 365 Calendar Days
Adjusted contract time:	= 365 Calendar Days

Start Date per Notice to Proceed:	January 26th, 2023
Completion Deadline Based on Adjusted Contract Time:	January 26 <sup>th</sup> , 2025

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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 by Contractor 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 the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to 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 the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, 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 signature by Contractor and approval by the Owner's governing body.



# OAKLAND UNIFIED SCHOOL DISTRICT

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

<b>Approved:</b> Architect of Record	<b>Approved and Agreed:</b> General Contractor	<b>Approved and Agreed:</b> <i>For Marc White</i> Director of Buildings & Grounds
Print Name: <u>N/A</u>	Print Name: <u>Frank Pinguale</u>	Date: <u>7-16-24</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>	
Date: _____	Date: <u>7-16-24</u>	
<b>Approved as to Form:</b> <u>James R. Traber</u> OUSD Facilities Counsel		Preston Thomas Chief Systems & Services Officer, Facilities
Date: <u>7/19/24</u>		Date: <u>7/16/24</u> <u>[Signature]</u>

Name: Benjamin Davis  
Title: President, Board of Education

Sign: [Signature] Date: 8/15/2024

Name: Kyla Johnson-Trammell  
Title: Superintendent & Secretary, Board of Education

Sign: [Signature] Date: 8/15/2024

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## ( Proposed Change Order) No. 1

*[The District may elect to pay a requested expenditure with a Board-approved change order, or with an approved allowance expenditure. However, any request for a time extension must be included in a Board-approved change order – an approved allowance expenditure cannot include a time extension.]*

**PROJECT:** CCPA Window Replacement Project  
CCPA Middle School

**DATE:** JULY 15, 2024

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** PINGUELO CONSTRUCTION, INC.  
2288 Rockville Rd, Suite B  
Fairfield, CA 94534

**DSA FILE NO:** N/A  
**DSA APP NO.:** N/A  
**OUSD PROJECT #:** 70017  
**PROJECT MANAGER:** Marcus Board

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents): Adding an additional 18 windows in classrooms 11, 110, and 206 that were not included in the original scope of work.

**OTHER PROPOSED CHANGES TO THE CONTRACT:**  
An additional 365 days will be added to the contract time.

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$167,465.00

**PROPOSED ADJUSTMENT TO CONTRACT TIME:** 365 calendar days

**REASON FOR REQUEST** (check one or more):

- ☐ Unforeseen Conditions
- ☐ Direction by Government Agency
- ☐ Owner Requested
- ☐ Design Omission
- ☒ Design Error by OUSD
- ☐ Other: \_\_\_\_\_

\*\*\*\*\*  
**CERTIFICATION**

# OAKLAND UNIFIED SCHOOL DISTRICT

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

I, Chad Pinguelo, declare the following:

Pinguelo Construction, Inc. has contracted with OUSD for the CCPA Window Replacement Project Contract. Pinguelo Construction, Inc. authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for OUSD regarding this Contract (such COR being dated July 16th, 2024 and requesting \$167,465.00 and 365 additional days), and I prepared the attached COR. I am the most knowledgeable person at Pinguelo Construction, Inc. regarding this COR.

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

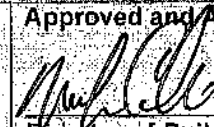
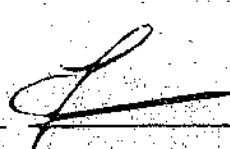

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed 7-16, 2024, at Fairfield, California.

 [signature]  
Chad Pinguelo [name of declarant]

<b>Approved:</b> <b>Architect of Record</b>	<b>Approved and Agreed:</b> <b>General Contractor</b>	<b>Approved and Agreed:</b>  For Marc White Director of Buildings & Grounds Date: <u>7-16-24</u>
Date:	 Date: <u>7.16.24</u>	<b>Preston Thomas</b> Chief Systems & Services Facilities Date: <u>7/16/24</u> 

**Pingueto Construction, Inc.**

2288 Rockville Road, Suite B, Fairfield, Ca. 94534

**CHANGE ORDER PROPOSAL (COP)**

School Name: CCPA Havenscourt Middle School  
Project Name: CCPA Havenscourt Window Replacement Project  
To: (OAR) Marcus Board  
From: (Contractor) Pingueto Construction

Date: June 18, 2024  
Project Number: 70017  
COP Number: 3.1  
Contract Number: \_\_\_\_\_

**Description of Work:**

Per OUSD request, see the cost breakdown below to add 18 additional windows in classrooms 111, 110 & 206 that were not included in the original bid package. These classrooms were around the corner facing the baseball fields and were not included in the scope of work. Please note, Torrance lead times are 10-12 weeks once shop drawings are approved.

**A. Subcontractor Cost of the Work**

Leadman \$99.37/hr x 100hrs	\$ 9,937.00
Journeymen \$93.75/ hr x 80 hrs	\$ 7,500.00
Apprentice \$79.12 x 80 hrs	\$ 6,329.00
Project Manager \$125 x 60 hrs	\$ 7,500.00
Windows	\$ 98,000.00
Lift/Dumpster/Container	\$ 6,000.00
Caulking/Wood Trim/Wood Framing	\$ 7,500.00

Subtotal A: \_\_\_\_\_

**B. Contractor Cost of the Work**

Payroll Costs	Break down above	\$ 31,266.00
Materials and Equipment	Break Down above	\$ 111,500.00
Consultant Costs		\$ -
Supplemental Costs		\$ -

Subtotal B: \$ 142,766.00

**C. Contractor Fee:**

Subtotal C: \$ 24,699.00

15% O/P \$ 21,415.00  
2% \$ 3,284.00

Total = (A + B + C)

Total: \$ 167,465.00

The proposal would

the Milestones and/or Contract Time by 0 calendar days.

The proposal does NOT affect the Milestones and/or Contract Time.

Frank Pingueto

Contractor Signature

President

Title

June 18, 2024

Date



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	Havenscourt MS Bldg. M (CCPA) & Lockwood Steam Window Replacement Project	Site	232
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### Basic Directions

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

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

Contractor Name	Pinguelo Construction, Inc.	Agency's Contact	Franqui Pinguelo				
OUSD Vendor ID #	008194	Title	President				
Street Address	2288 Rockville Road, Suite B	City	Fairfield	State	CA	Zip	94534
Telephone	707-290-8808	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> YesX No				
OUSD Project #	77017						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-26-2023	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)	1-26-2025

### 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	\$167,465.00
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
9914/9044	Fund 140 Deferr Maint	140-9914-0-9044-8500-6273-232-9880-9000-9999-99999	6273	\$167,465.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Buildings &amp; Grounds</b>				
	<b>Signature</b>  For Marc White	<b>Date Approved</b>	7-19-24		
2.	<b>General Counsel, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	7/19/24		
3.	<b>Chief Systems and Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b>  <small>Preston Thomas (Jul 19, 2024 13:26 PDT)</small>	<b>Date Approved</b>	Jul 19, 2024		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	22-2882
Introduction Date	1/25/2023
Enactment Number	23-0159
Enactment Date	125/2023 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Marc White, Director, of Buildings and Grounds Department

**Board Meeting Date** January 25, 2023

**Subject** Agreement Between Owner and Contractor – Pinguelo Construction, Inc. – Havenscourt Middle School Campus Building M (Coliseum Academy Prep) and Lockwood STEAM Academy Window Replacement Project – Buildings and Grounds Department

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Pinguelo Construction, Inc.**, Fairfield, California, for the latter to provide construction services which consist of Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1<sup>st</sup> floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Middle School Campus Building M (Coliseum Academy Prep) - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows – approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building. The classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom, for the Havenscourt Middle School Campus Building M (Coliseum Academy Prep) and Lockwood Building E to match existing windows on the Havenscourt Middle School Campus Building M (Coliseum Academy Prep) 66th Avenue Street elevation, for the **Havenscourt Middle School Building M (Coliseum College Prep) and Lockwood STEAM Academy Window Replacement Project**, in the lump sum amount of **\$3,045,000.00**, which includes contingency allowances totaling **\$60,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **January 26, 2023**, and scheduled to last for three hundred sixty-five days (365), with an anticipated ending of **January 25, 2024**.

**Discussion** The scope of work of the contract consists of demolishing and replacement of existing windows for the Havenscourt Middle School Building M (Coliseum College Prep) and Lockwood STEAM Academy Window Replacement Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Pinguelo Construction, Inc.**, Fairfield, California, for the latter to provide construction services which consist of Demolish existing windows, patching,

and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1<sup>st</sup> floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Middle School Campus Building M (Coliseum Academy Prep) - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows – approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building. The classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom, for the Havenscourt Middle School Campus Building M (Coliseum Academy Prep) and Lockwood Building E to match existing windows on the Havenscourt Middle School Campus Building M (Coliseum Academy Prep) 66th Avenue Street elevation, for the **Havenscourt Middle School Building M (Coliseum College Prep) and Lockwood STEAM Academy Window Replacement Project**, in the lump sum amount of **\$3,045,000.00**, which includes contingency allowances totaling **\$60,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **January 26, 2023**, and scheduled to last for three hundred sixty-five days (365), with an anticipated ending of **January 25, 2024**.

#### **Fiscal Impact**

Fund 140 Deferred Maintenance

#### **Attachments**

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





## CONTRACT JUSTIFICATION FORM

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

9Legislative File ID No. 22-2882

Department: Buildings and Grounds Department

Vendor Name: Pinguelo Construction, Inc.

Project Name: Havenscourt Middle School) Building M (Coliseum College Prep)  
and Lockwood STEAM Academy Window Replacement Project

Project No.: 22155

Contract Term: Intended Start: January 26, 2023

Intended End: January 25, 2024

Total Cost Over Contract Term: \$3,045,000.00

Approved by: Marc White

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Pinguelo Construction, Inc. will provide construction services which consist of demolishing existing windows, patching, and painting. The classroom windows have the awing type with four-inch opening restrictors that will require detailed repairs, for the Havenscourt Middle School) Building M (Coliseum College Prep) and Lockwood STEAM Academy Window Replacement Building Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **January 26, 2023**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **PINGUELO CONSTRUCTION, INC.** hereinafter called the “Contractor.”

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

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

**Havenscourt Middle School Building M (Coliseum College Prep) and Lockwood STEAM Academy  
Window Replacement Project,  
located at  
1390 66<sup>th</sup> Avenue, Oakland, CA 94621, and 6701 International Blvd, Oakland, CA 94621**

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

**Oakland Unified School District, 955 High Street, Oakland, CA, 94601,  
PH: 510-535-2728,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

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

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

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be **Three hundred sixty-five (365)** calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **January 26, 2023**, in which case the deadline for Completion would be **January 25, 2024**.

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

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

Accordingly, the parties agree that \$1,500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that \$1,500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

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

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **THREE MILLION FORTY-FIVE THOUSAND DOLLARS 00/100 (\$3,045,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **SIXTY THOUSAND DOLLARS 00/100 (\$60,000.00) (\$30,000.00 for each site)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

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

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

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

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

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

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

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

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all

hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was

intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**CONTRACTOR:**  
**PINGUELO CONSTRUCTION, INC.**

Signature: [Signature] 12.29.22  
Date

Name: Frank Pinguelo  
Chairman, Pres., or Vice Pres. President

Signature: [Signature] 12.29.22  
Date

Name: Leslie Pinguelo  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Secretary

**OAKLAND UNIFIED SCHOOL DISTRICT**

[Signature] 1/26/2023  
Mike Hutchinson, President, Board of Education Date

[Signature] 1/26/2023  
Kyla Johnson-Trammell, Superintendent Date  
and Secretary, Board of Education

[Signature] 1/3/2023  
Tadashi Nakadegawa, Deputy Chief Date  
Facilities Planning & Management

Approved As To Form:  
[Signature] 1/3/23  
OUSD Facilities Legal Counsel Date

610938  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

7/31/2023  
LICENSE EXPIRATION DATE

**NOTE:**

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

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: 38K009938  
Premium: \$21,718.00

**KNOW ALL MEN BY THESE PRESENTS** that we, Pinguelo Construction, Inc., 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 Three Million, Forty-Five Thousand and No/100\*\* Dollars (\$ 3,045,000.00\*\*\* ) 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 January 12, 2023, for construction of

**The Havenscourt/Lockwood STEAM Academy School Campus Window Replacement Project, located at 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, California, 94621, which consists of but not limited to:** New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. Site improvements include, but not limited to, underground utilities, retaining walls, play structure, landscaping, hardscape, bioswale, artificial turf playfield and public right-of-way improvements. **(the "Contract")**.

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 12th day of January, 2023, 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)

Pinguelo Construction, Inc.

(Corporate Principal)

2288 Rockville Road, Ste. B  
Fairfield, CA 94534

(Business Address)

(Affix Corporate Seal)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company  
(Corporate Surety)

175 Berkeley Street  
Boston, MA 02116

(Business Address)

By:

Sandra R. Black  
Attorney-in-Fact

The rate of premium on this bond is 10.80 first \$ 500,000.00  
6.72 next \$2,000,000.00  
5.28 next \$ 545,000.00 per thousand.

The total amount of premium charged is \$21,718.00.

The above must be filled in by Corporate Surety.





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: **8202539-395006**

## 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, Sandra R. Black, Sokha K. Evans

all of the city of Sacramento 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 6th day of November, 2019.



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

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella  
Teresa Pastella, Notary Public

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

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of January, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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



# CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 1/12/2023 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: 38K009938

Premium: Included

**KNOW ALL MEN BY THESE PRESENTS:**

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

**Havenscourt/Lockwood STEAM Academy School Campus Window Replacement Project, located at 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, California, 94621, which consists of but not limited to:** New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes - This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. Site improvements include, but not limited to, underground utilities, retaining walls, play structure, landscaping, hardscape, bioswale, artificial turf playfield and public right-of-way improvements.

Which said agreement dated January 12, 2023, 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 The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Million, Forty-Five Thousand and No/100\*\*\* Dollars (\$3,045,000.00\*\*\*) 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.

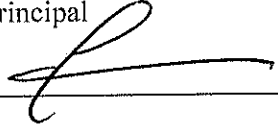
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 12th day of January, 2023.

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


Pinguelo Construction, Inc.

Principal



The Ohio Casualty Insurance Company

Surety

By:   
Attorney-in-Fact  
Sandra R. Black

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_.



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: **8202539-395006**

## 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, Sandra R. Black, Sokha K. Evans

all of the city of Sacramento 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 6th day of November, 2019.



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

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of January, 2023.



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



# CALIFORNIA ALL-PURPOSE 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 Sacramento

On 1/12/2023 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Havenscourt MS  
Project: Window Replacement  
Project #: 22155  
Estimate: \$1,222,000

Date: Wednesday, November 30, 2022  
Time: 2:00 P.M.  
Project Mgr: John Esposito  
Architect:

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Pinguelo Construction, Inc.	<b>Base Bid:</b>	\$2,000,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2288 Rockville Road, Suite B	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Fairfield, CA 94534	<b>TOTAL:</b>	\$2,030,000.00	Addendum Acknow.	X
<b>Phone:</b>	707-864-3003	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	707-864-1661			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:41 PM	11/30/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/30/2022		
<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$1,190,600.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr Way	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94609	<b>TOTAL:</b>	\$1,220,600.00	Addendum Acknow.	X
<b>Phone:</b>	510-658-4890	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-658-7225			Non-Collusion	X
				Iran Contracting Certification	X
<b>NON RESPONSIVE</b>		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	11/30/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/30/2022		
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	



ADDENDUM NO. 3

REVISED BID FORM  
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

*PINQUERO CONSULTING*

The undersigned, doing business under the firm name of P, 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 **Havenscourt/Lockwood STEAM School Campus Window Replacement Project**, 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, CA 94621 (the "Contract"), Project No. 22155, Scope of work includes but not limited to the New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. (the "Contract").

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".

Bid Amount (Base Bid)- Havenscourt Campus Building M:

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

<u>Two million</u> Dollars	\$ <u>2,000,000</u>
Bid Amount	

<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
<i>Total</i>	<u>\$2,030,000.00</u>

**Bid Amount (Base Bid)- Lockwood Campus Building E:**

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

<u>Nine Hundred eighty five thousand</u> Dollars <i>Bid Amount</i>	<u>\$ 985,000</u>
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
<i>Total</i>	<u>\$1,015,000.00</u>

**Bid Amount (Base Bid)- Lockwood Kindergarten Building B:**

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

_____ _____ Dollars <i>Bid Amount</i>	\$ _____ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>



<p style="text-align: right;">_____ Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><del><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></del></p>	<p style="text-align: center;">\$ _____</p>
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**Miscellaneous:**

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

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

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

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

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

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

2282 Rockville Rd Ste B Fairfield, CA 94534

Our Public Liability and Property Damage Insurance is placed with:

U.S. Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

PREFERRED PROFESSIONAL INC. CO.

**PROJECT NO. 22155**

**BID FORM  
DOCUMENT 00 31 01**

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 11-3-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 Date 11-17-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 11-15-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

Print or Type Name: Frank Pinguelo  
Title: President  
Signature: [Signature]  
Name of Company as Licensed in California: PINGUELO CONSTRUCTION, INC.  
Business Address: 2288 Rockville Rd Ste B Fairfield, CA 94531  
Telephone Number: 707 864 3003  
California Contractor License No.: 610738  
Class and Expiration Date: B, C17 7/31/23  
Public Works Contractor Registration No.: 1000002874  
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 11-29, 2022

(Name) Frank Pinguelo  
(Chairman, Pres, or Vice-Pres. [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

(Name) Leslie Pinguato

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) X

A handwritten signature in blue ink, appearing to be "Leslie Pinguato", written over a horizontal line.

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

# Bid Bond

AIA Document A310 - Electronic Format

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Bid Bond # OCDI00131

KNOW ALL MEN BY THESE PRESENTS, that we

**Pinguelo Construction, Inc.**  
**2288 Rockville Rd., Ste. B**  
**Fairfield, CA 94534**

as Principal, hereinafter called the Principal, and

**The Ohio Casualty Insurance Company**  
**175 Berkeley Street**  
**Boston, MA 02116**

a corporation duly organized under the laws of the State of NH as Surety, hereinafter called the Surety, are held and firmly bound into

**Oakland Unified School District**  
**900 High Street**  
**Oakland, CA 94601**

as Oblige, hereinafter called the Oblige, in the sum of Not to exceed ten percent of the bid amount\*\*\*\*\* (Not to exceed 10.00% % of the bid amount) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Window Replacement at Havenscourt and Lockwood**  
**Project Number: 22155**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of November, 2022.

---

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

00400-1



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: **8202539-395006**

## 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, Sandra R. Black, Sokha K. Evans

all of the city of Sacramento 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 6th day of November, 2019.



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

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

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 29 day of November 2022



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

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

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



# CALIFORNIA ALL-PURPOSE 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 Sacramento

On 11/29/2022 before me, E. Johnson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Liberty Mutual Insurance  
Company/The Ohio Casualty  
Insurance Company

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:



***PINGUELO***  
***CONSTRUCTION, Inc.***

***2288 Rockville Rd, Ste. B***  
***Fairfield, CA 94534***

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***General Contractor, B, C-17 DBE/MBE (707)864-3003 fax (707)864-1661***

11/30/22

**AFFADAVIT OF SIGNATURE AUTHORITY**

The Board of Directors does hereby authorize and direct **Leslie Pinguelo**, Secretary, to sign contracts, bonds and amendments to the contracts and to review claims on behalf of Pinguelo Construction, Inc. in the State of California.



Frank Pinguelo  
Chairman of the Board of Directors

***PINGUELO  
CONSTRUCTION, Inc.***

***2288 Rockville Rd, Ste. B  
Fairfield, CA 94534***

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***General Contractor, B, C-17 DBE/MBE (707)864-3003 fax (707)864-1661***

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Leslie Pinguelo  
Chairman of the Board of Directors

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: Oakland Havenscourt/Lockwood Steam Academy window Replacement (Project Name)  
PROJECT NO: 22155 BIDDER'S NAME Pingucio Construction, Inc  
DIR 10 Digit Registration No: 1000002874

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

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

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

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

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

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

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number

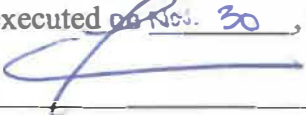
OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

{SR526332}


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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Nov. 30, 2022, at Fairfield [city], CA [state].

Signature: 

Print Name: Frank Pinguelo

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

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

PROJECT: **Havenscourt/Lockwood STEAM Academy School Campus Window Replacement Project**

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 Chad Pinguelo (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: 11.30.22

Proper Name of Bidder: Pinguelo Construction, Inc

Signature: 

Print Name: Frank Pinguelo

Title: President

END OF DOCUMENT

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Havenscourt/Lockwood STEAM Academy Campus Window Replacement

The undersigned declares:

I am the President of Pingueto Construction Inc. 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 bid 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 NOV. 30, 2021 at Fairfield [city], CA [state].

Signature

Frank Pingueto  
Print Name




**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Pinguelo Construction, Inc		<i>Federal ID Number (or n/a)</i> 38-3053911
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Frank Pinguelo, President		
<i>Date Executed</i> 11.30.22	<i>Executed in</i> Fairfield, Ca	

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**WORKERS' COMPENSATION CERTIFICATE**  
**DOCUMENT 00 40 05**

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I 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.

Pinguelo Construction, Inc  
Name of Contractor

[Signature]  
Signature

Frank Pinguelo  
Print Name

11-30-22  
Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**PREVAILING WAGE AND**  
**RELATED LABOR REQUIREMENTS CERTIFICATION**  
**DOCUMENT 00 40 06**

PROJECT/CONTRACT NO. 22155 between Oakland Unified  
School District ("District") and Pinguelo Construction, Inc  
("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 11.30.22  
Proper Name of Contractor: Pinguelo Construction, Inc  
Signature: [Signature]  
Print Name: Frank Pinguelo  
Title: President

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

**DOCUMENT 00 41 00**

To be completed by the Prime Bidder

PAGE 1 OF 2

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME <i>Pinguelo Construction, Inc</i>	BUSINESS ADDRESS <i>2288 Rockville Rd, Ste B Fairfield, CA 94534</i>	TELEPHONE NUMBER <i>707-864-3003</i>
SCHOOL DISTRICT <i>OUSD</i>	COUNTY <i>Alameda</i>	APPLICATION NO.

**PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS** – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
<b>A.</b> <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
<b>B.</b> <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
<b>C.</b> <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/suppliers for at least 3 percent of this contract</i>	
<b>D.</b> <input checked="" type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – Architectural, engineering, environmental, land surveying or construction management firms complete this part *after* selection by the district and before the contract is signed.**

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE	2985,000					
E. Total Bid	2,985,000					



**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**  
**DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME <i>Pinguelo Construction, Inc.</i>	BUSINESS ADDRESS <i>2288 Rockville Rd, Ste B Fairfield, CA 94534</i>	CONTACT PERSON <i>Frank Pinguelo</i>
TELEPHONE NUMBER <i>(707) 864-3003</i>	OWNER <i>Frank Pinguelo</i>	COUNTY <i>Alameda</i>

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I – CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			
4. Write "recorded message" in this column, if applicable.			

**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDs.
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

#### IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

#### CERTIFICATION

I, Frank Pinguicchio certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER



DATE

11-30-22



**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
**FOR CONSTRUCTION CONTRACTS**  
(Education Code Sections 45125.1 and 45125.2)  
**DOCUMENT 00 43 00**

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.

*[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]*

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 sections 45125.1 and 45125.2 as applicable.

Dated: 11.30.22

  
\_\_\_\_\_  
Signature

Name: Frank Pinguelo

Title: President

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Havenscourt/Lockwood STEAM Academy School Campus

I, Frank Pinguelo, declare that I am the president  
[insert title] of Pinguelo Construction, Inc. the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Pinguelo Construction, Inc. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Pinguelo Construction, Inc. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on Nov. 30 2022, at Fairfield [city],  
Ca [state].

Date: 11-30-22



Signature

Print Name: Frank Pinguelo

Print Title: President

**SCHEDULE Z**  
**DOCUMENT 00 52 00**

**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.

Pinguelo Construction, Inc  
Company Name

[Signature]  
Signature of Authorized Representative

2288 Rockville Rd, B Fairfield, CA  
Address

Frank Pinguelo  
Type or Print Name

707 864-3003 11-30-22  
Area Code Phone Date

\_\_\_\_\_  
Type or Print Name

**END OF DOCUMENT**

**QUESTIONNAIRE REGARDING**  
**QUALIFICATIONS AND EXPERIENCE**  
**DOCUMENT 00 21 00**

Havenscourt/Lockwood STEAM Academy School Campus Window Replacement  
Contract for the  
Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)
2. Identify all public works contracts on which you have performed work over the last **5 years** where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
  - a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts the withheld by owner from progress payments to you or release of retention to you, including the amount withheld and each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
  - o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
  - p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
  - b. All reasons for the delay in completion, including delay for which you were responsible.
4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
  - b. A copy of each CWPA and DCP.
  - c. Reasons for the issuance of each CWPA and DCP.
5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
- a. \_\_\_\_\_
  - b. \_\_\_\_\_
6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
- a. \_\_\_\_\_
  - b. \_\_\_\_\_
7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.



- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

***PINGUELO CONSTRUCTION, INC.***  
***2288 Rockville Road, Ste B***  
***Fairfield, CA 94534***  
***PROJECT HISTORY***

**PINOLE VALLEY HIGH SCHOOL MANETIC HOLED DEVICES**

**Owner:** West Contra Costa Unified School District, 1400 Marina Way South, Richmond, Ca. 94804

**Contract#:**

**Location:** 2650 42<sup>nd</sup> Ave, San Francisco, Ca 94116

**Project #:** 1000003628

**SubContractor:**

**Contract Date:** NTP 04/28/21

**Completion Date:** 06/17/21

**Project Manager:** Melissa Payne, (510)307-4674 [mpayne@wccusd.net](mailto:mpayne@wccusd.net)

**Contract Value:** \$71,200.00

**Project Scope:** Furnish and Install Magnetic devices

**DEPARTMENT OF TRANSPORTATION**

**Owner:** State of California – California State Transportation Agency, 1727 30<sup>th</sup> St, MS-65, Sacramento, Ca 95816-7006  
(916)227-6000

**Contract#:** 02A1964

**Location:** 2650 42<sup>nd</sup> Ave, San Francisco, Ca 94116

**Project #:**

**SubContractor:**

**Contract Date:** NTP 04/07/21

**Completion Date:** 08/06/21

**Project Manager:** Amanda Anderson (530)225-3347

**Contract Value:** \$ 59,200.00

**Project Scope:** Window Replacement

**GEORGE WASHINGTON HIGH SCHOOL – EXPANSION OF AUTO PROGRAM WINDOW REPLACEMENT**

**Owner:** San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

**Contract#:** 05302

**Location:** 600 32<sup>ND</sup> AVE, San Francisco, Ca 94121

**Project #:** 11857

**SubContractor:**

**Contract Date:** NTP 5.12.21

**Completion Date:** 145 DAYS from NTP

**Project Manager:** William Chow (415)355-6979 ext 1545 [chowww@sfusd.edu](mailto:chowww@sfusd.edu)

**District Architect:** Simon Reyes (415)241-4311 [reyess@sfusd.edu](mailto:reyess@sfusd.edu)

**Contract Value:** \$848,000.00, plus CO1 \$171,860.00, new total 1,019,860.00

**Project Scope:** Window Replacement Project

**CASTRO VALLEY**

**Owner:** Castro Valley Unified School District

**Contract#:**

**Location:** 19400 Santa Maria Ave, Castro Valley, Ca 94546

**Project #:** 202103

**Contractor:** Alten Construction

**SubContractor:** Pinguelo Construction, Inc.

**Contract Date:**

**Completion Date:**

**Project Manager:** Eric Onik [conick@altenconstruction.com](mailto:conick@altenconstruction.com) 510.234.4200 Ext. 16

**District Architect:** N/A

**Contract Value:** 87,350.00

**Project Scope:** Window Replacement Project

**GEORGE WASHINGTON HIGH SCHOOL STOREFRONT AND TERRA COTTA PROJECT**

**Owner:** San Francisco Unified School District 135 Van Ness Ave, Room 208, San Francisco Ca 94102

**Contact:** David Goldin [goldind@sfusd.edu](mailto:goldind@sfusd.edu), 415.241.4315

**Contract#:** 5328

**Location:** 600 32<sup>nd</sup> Ave, San Francisco, Ca 94121

**Project #:** 11898

**SubContractor:**

**Contract Date:** 06/23/21

**Completion Date:** 01/31/22

**Project Manager:** Andrea Dawson

**District Architect:**

**Contract Value:** \$1,715,000.00

**Project Scope:** Window Replacement Project

**PHILLIP AND SALA BURTON HS**

**Owner:** SAN FRANCISCO UNIFIED SCHOOL DISTRICT

**Contract#:**

**Location:** 400 MANSELL ST, SAN FRANCISCO, CA 94134

**Project #:** 12216

**Architect:** Verde Design, Devon Conway

**SubContractor:** Southern Bleacher Company

**Contract Date:** NTP 09/09/20

**Completion Date:** 12/31/20

**Project Manager:** Mary Fung, San Francisco Unified School District

**Contract Value:** \$473,000.00

**Project Scope:**

**JUNIPERO SERRA BUILDING**

**Owner:** Department of General Services

**Contract#:** 19-33886

**Location:** 320 West 4<sup>th</sup> St, Los Angeles, Ca 90013

**Project #:**

**Architect:**

**SubContractor:**

**Contract Date:****Completion Date: 03/01/21****Project Manager: Mario Edwards, (213)576-6273 [mario.edwards@dgs.ca.gov](mailto:mario.edwards@dgs.ca.gov)****Contract Value: \$140,325.00****Project Scope: Window Replacement****ULLOA ES PHASE II****Owner: San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102****Contract#: 2609****Location: 2650 42<sup>nd</sup> Ave, San Francisco, Ca 94116****Project #: 11060****SubContractor: PENINSULATOR, POWEL ABATEMENT****Contract Date: NTP 1/15/19****Completion Date: 224 DAYS 08/26/20****Project Manager: Andrea Dawson 415.241.6158 x1558 cel 415.265.4265 [dawsona1@SFUSD.edu](mailto:dawsona1@SFUSD.edu)****Contract Value: \$848,000.00, plus CO1 \$171,860.00, TOTAL CONTRACT AMOUNT \$1,019,860.00****Project Scope: Window Replacement Project****JJC YOUTH WINDOW REPLACEMENT****Owner: ALAMEDA COUNTY GENERAL SERVICES, 1401 Lakeside dr, 6<sup>th</sup> fl, Oakland, Ca. 94612 (510)268-5396 x25396****Contract#: CPP19C191810000****Location: 2500 Fairmont Dr, Ste C3013, San Leandro, Ca 94578****Project #: 19181 (CPP19C191810000)****Contract#19462****Architect: Tony Wong. Kendall Young Associates (415)552-1118****SubContractor: n/a****Contract Date: NTP 02/03/20****Completion Date: 120 DAYS June 2<sup>nd</sup> 6.02.20****Project Manager: Najih Abbas [Najih.Abbas@acgov.org](mailto:Najih.Abbas@acgov.org) (510)667-7780****Contract Value: \$201,000.00****Project Scope: Window Replacement Project****MARIN COLLEGE/INDIAN VALLEY****Owner: MARIN COMMUNITY COLLEGE DISTRICT, 1800 IGNACIO BLVD, NOVATO, CA 94949****Contract#: PO233076****Location: COLLEGE OF MARIN INDIAN VALLEY CAMPUS, 1801-1899 IGNACIO BLVD, NOVATO, CA 94949****Project #: I50-35613****Contract Date: NTP 04/19/19****Completion Date: 9/30/19****Project Manager: Kenneth Kerch [kkerch@GilbaneCo.com](mailto:kkerch@GilbaneCo.com)****Contract Value: \$278,300 – C/O (8,191.59) FINAL CONTRACT AMOUNT \$270,108.41****Project Scope: Window Replacement Project****MT DIABLO HIGH SCHOOL****Owner: MT DIABLO UNIFIED SCHOOL DISTRICT 1936 Carlotta Dr., Concord, Ca 94519****Contract#: CPP19C191810000****Location: 2450 Grant St, Concord, Ca. 94520****Project #: C978, C978-2****Contract Date: NTP 3/25/19**

Completion Date: 8.28.19

Project Manager: Brad Hunter, hunterb@mdusd.org

Contract Value: \$105,000.00 C/O\$8,298.98 TOTAL CONTRACT AMOUNT \$113,298.98

Project Scope: Window Replacement Project

#### **HIGHLANDS ELEMENTARY SCHOOL**

Owner: PITTSBURG UNIFIED SCHOOL DISTRICT, 2000 RAILROAD AVE, PITTSBURG, CA 94565

Contract#: BID NO. 18-007

Location: 4141 HARBOR ST, PITTSBURG CA 94565

Project #: 18-007

SubContractor:

Architect: Plum Architects 3298 Pierce ST, San Francisco, Ca 94123 415.837.0900 [www.plumarchitects.com](http://www.plumarchitects.com)

Contract Date: 10/24/18 (Notice to Proceed 1.24.19)

Completion Date:08/02/19 & 9/06/19

Project Manager: LARRY SCOTT 925.473.2438 [lscott@pittsburg.k12.ca.us](mailto:lscott@pittsburg.k12.ca.us)

Accts Payable/Contracts: Lisa Bautista 925.473.2448 [lbautista@pittsburg.k12.ca.us](mailto:lbautista@pittsburg.k12.ca.us)

Contract Value: \$724,000.00 C/O (\$88,173.00) TOTAL CONTRACT AMOUNT \$635,827.00

Project Scope: Window In-Kind Replacement

#### **ULLOA ELEMENTARY SCHOOL**

Owner: San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

Contract#: 2505

Location: 2650 42<sup>nd</sup> Ave, San Francisco, Ca 94116

Project #: 11060

SubContractor:

Contract Date: 12/12/18

Completion Date:272 Calendar Days Sept 31 2019

Project Manager: Andrea Dawson 415.241.6158 x1558 cel 415.265.4265 dawsona1@SFUSD.edu

Contract Value: \$1,215,750.00 C/O \$52,597.90 TOTAL CONTRACT \$1,268,347.90

Project Scope: Window Replacement Project

#### **TULE ELK ELEMENTARY SCHOOL**

Owner: San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

Contract#: 2514

Location: 2110 Greenwich St, San Francisco, Ca.

Project #: 11904

SubContractor:

Contract Date: 1-7-19

Completion Date: 17 Consecutive Calendar Days

Project Manager: Kristen Raymond: [Harpeck@sfusd.edu](mailto:Harpeck@sfusd.edu) (415)730-8617 John Dutch: john.dutch@aecom.com

Contract Value: \$44,950.00

Project Scope: Destructive Testing – Hazmat Project

#### **PROP 39 - LOWELL HIGH SCHOOL**

Location: 1101 Eucalyptus Dr., San Francisco, CA 94123

Owner: SFUSD San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

Contract# 02416

Project #: 11871,11997

Consultant: Guttman & Blaevot 415.655.4050 Attn: Rom Dela Cruz

Contract Date: 03/07/18

Completion Date: 579 Calendar days

Construction Mgr: Mary Fung , SFUSD, 135 Van Ness Ave, SF, CA 94102, o415.241.4311, fax 415.355.6988, [fungm@sfusd.edu](mailto:fungm@sfusd.edu)

Project Manager: Leslie Pinguelo

Contract Value: \$ 1,876,554.00 C/O \$183,654.14 TOTAL CONTRACT AMOUNT \$2,060,208.14

Scope: Lighting (LED) Replacement

### **LOWELL HIGH SCHOOL**

Location: 1101 Eucalyptus Dr., San Francisco, CA 94123

Owner: SFUSD San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

Contract# 02353

Project #: 11931

Architect: Bartos Architecture, 1730 S. Amplett Blvd, Suite 225, San Mateo, Ca 94402 Neal Sellers, Architect Project Manager, c. 417.861.9733 or office 650.340.1221

Contract Date: 11/06/17

Completion Date: 653 Calendar days

Construction Mgr: Mary Fung , SFUSD, 135 Van Ness Ave, SF, CA 94102, o415.241.4311, fax 415.355.6988, [fungm@sfusd.edu](mailto:fungm@sfusd.edu)

Project Manager: Leslie Pinguelo

Contract Value: \$ 2,549,700.00 C/O \$111,621.83 TOTAL CONTRACT AMOUNT \$2,661,321.83

Scope: Window Replacement

### **MARINA MIDDLE SCHOOL**

Location: 3500 Fillmore St, San Francisco, CA 94123

Owner: SFUSD San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102

Contract# 02342

Project #: 11739

Architect: Bartos Architecture, 1730 S. Amplett Blvd, Suite 225, San Mateo, Ca 94402 Neal Sellers, Architect Project Manager, c. 417.861.9733 or office 650.340.1221

Contract Date: 09/21/17

Completion Date: 340 Calendar days ,Summer 2019

Construction Mgr: Simon Reyes, SFUSD, 135 Van Ness Ave, SF, CA 94102, o415.241.4311, fax 415.355.6988, [RevesS@sfusd.edu](mailto:RevesS@sfusd.edu)

Project Manager: Leslie Pinguelo

Contract Value: \$ 3,775,500.00 C/O \$219,629.37 TOTAL CONTRACT AMOUNT \$3,995,129.37

Scope: Window Replacement

### **GLENDALE – R.D. WHITE ELEMENTARY SCHOOL**

Location: Main Building, 744 East Doran St, Glendale, Ca 91206

Owner: Glendale Unified School District

Contract#

Project #: Bid No. 158-17/18

Contract Date: 11/13/17

Completion Date:

Construction Mgr: GUSD: Armond Mailan 349 W Magnolia Ave, Glendale, Ca 91204 [AMailan@gusd.net](mailto:AMailan@gusd.net) (818)241-3111 ext1477

Administrator: Gilda Keshishyan, 223 N Jackson ST, Glendale Ca 91206, [GKeshishyan@gusd.net](mailto:GKeshishyan@gusd.net) (818)507-0201

Project Manager: Leslie Pinguelo

Contract Value: \$ 295,000.00 C/O \$3,788.25 TOTAL CONTRACT AMOUNT \$298,788.25

Scope: Window Replacement

### **EL DORADO ELEMENTARY SCHOOL**

Location: 70 DELTA STREET

Owner: San Francisco Unified School District, 135 Van Ness, San Francisco, ca 94102



Contract# 016-105  
Project #: 11512  
SubContractor: Pinguelo Construction, Inc.  
Contract Date: 11.16.2016  
Completion Date: 06/01/18  
Project Manager: Greg Chargin 510.209.3509 [Greg@Vilaconstruction.com](mailto:Greg@Vilaconstruction.com)  
Contract Value: \$ 323,561.00 C/O \$60,630.48 TOTAL CONTRACT AMOUNT \$384,191.48  
Project Scope: **Window Replacement**

**FACILITIES OPERATION CENTER EXTERIOR DOORS REPLACEMENT: DEPT 97**

Location: 1400 Marina Way South Richmond, 94804  
Owner: WCCUSD  
Contract# 1000002430  
Project #:  
Contract Date: 8/17/17  
Completion Date: 10/24/17  
Construction Mgr:  
Project Manager:  
Contract Value: \$ 44,660.00

**GRANT ELEMENTARY SCHOOL**

Location: 2400 Downer Avenue, Richmond, Ca 94804  
Owner: West Contra Costa Unified School District, Facilities, Planning and Construction, 1400 Marina Way South, Richmond, Ca 94804  
Contract# 1000002301  
Project #:  
Contract Date: 06.14.17  
Completion Date: 9.30.17  
Construction Mgr: Joe Mayes  
Project Manager:  
Contract Value: \$ 90,000.00  
Project Scope: **Window Replacement**

**JAMES DENMAN MIDDLE SCHOOL**

Location: 241 Oneida Avenue, San Francisco, Ca. 94112  
Owner: San Francisco Unified School District  
Contract#  
Project #: 11770  
Contractor: Pinguelo Construction, Inc.  
Contract Date: 1/18/16  
Completion Date: 07/01/17  
Construction Mgr: Gioia Suplic, SFUSD, (415)355.2210  
Architect: Dougherty+Dougherty, 1904 Franklin St, #909, Oakland, Ca. 94612, (510)654.2546 Steve Parker [SteveP@ddarchitecture.com](mailto:SteveP@ddarchitecture.com)  
Contract Value: \$ 1,214,345.00 plus CO, \$ 166,696.49, TOTAL CONTRACT AMOUNT : \$1,381,041.49  
Project Scope: **Window Replacement and Paint**

**SUTRO ELEMENTARY SCHOOL**

Location: 235 12<sup>th</sup> Avenue, San Francisco, Ca., 94118  
Owner: San Francisco Unified School District  
Contract# 2027  
Project #: 11037  
Contractor: Pinguelo Construction, Inc.  
Contract Date: 01.26.16  
Completion Date: 08.27.16 (212 calendar days)  
Construction Mgr: Angelo Racca, (559)361-5736, SFUSD

## Contractor Information

## Registration History

**Legal Entity Name**  
PINGUELO CONSTRUCTION,INC

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000002874

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2025

**Mailing Address**  
2288 ROCKVILLE RD STE B FAIRFIELD 94534 CA ...

**Physical Address**  
2288 ROCKVILLE RD STE B FAIRFIELD 94534 CA ...

**Email Address**

**Trade Name/DBA**  
PINGUELO CONSTRUCTION,INC

**License Number(s)**  
CSLB:610938  
CSLB:610938

Effective Date	Expiration Date
6/15/2018	6/30/2019
5/3/2017	6/30/2018
5/3/2016	6/30/2017
6/8/2015	6/30/2016
11/18/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Francisco Pinguelo

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**

Francisco Pinguelo

**Agent of Service Mailing Address:**

2288 Rockville Rd ste B Fairfield 94534 CA United States of America

## Workers Compensation

**Do you lease employees** No  
**through Professional**

**Employer Organization  
(PEO)?:**

**Please provide your  
current workers**

**compensation insurance  
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

**Policy Holder Name:** PINGUELO CONSTRUCTION, INC **Insurance Carrier:** OMAHA NATIONAL

**Policy Number:** ON08677 04 **Inception date:** 12/1/2021 **Expiration Date:** 11/30/2022

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Lockwood Steam Academy  
Project: Window Replacement  
Project #: 22155  
Estimate: \$663,730

Date: Wednesday, November 30, 2022  
Time: 2:00 P.M.  
Project Mgr: John Esposito  
Architect: \_\_\_\_\_

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Pinguelo Construction, Inc.	<b>Base Bid:</b>	\$985,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2288 Rockville Road, Suite B	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Fairfield, CA 94534	<b>TOTAL:</b>	\$1,015,000.00	Addendum Acknow.	X
<b>Phone:</b>	707-864-3003	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	707-864-1661			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:41 PM	11/30/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/30/2022		

<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$689,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	4026 Martin Luther King Jr Way	<b>Allowance:</b>	\$30,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA 94609	<b>TOTAL:</b>	\$719,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-658-4890	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-658-7225			Non-Collusion	X
				Iran Contracting Certification	X
<b>NON RESPONSIVE</b>		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:59 PM	11/30/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	11/30/2022		

<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

ADDENDUM NO. 3

REVISED BID FORM  
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

*PINQUERO CONSULTING*

The undersigned, doing business under the firm name of P, 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 **Havenscourt/Lockwood STEAM School Campus Window Replacement Project**, 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, CA 94621 (the "Contract"), Project No. 22155, Scope of work includes but not limited to the New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. (the "Contract").

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".

Bid Amount (Base Bid)- Havenscourt Campus Building M:

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

<u>Two million</u> Dollars	\$ <u>2,000,000</u>
Bid Amount	

<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
<i>Total</i>	<u>\$2,030,000.00</u>

**Bid Amount (Base Bid)- Lockwood Campus Building E:**

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

<u>Nine Hundred eighty five thousand</u> Dollars <i>Bid Amount</i>	<u>\$ 985,000</u>
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
<i>Total</i>	<u>\$1,015,000.00</u>

**Bid Amount (Base Bid)- Lockwood Kindergarten Building B:**

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

_____ _____ Dollars <i>Bid Amount</i>	\$ _____ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>



<p style="text-align: right;">_____ Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><del><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></del></p>	<p style="text-align: center;">\$ _____</p>
---	---

**Miscellaneous:**

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

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

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

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

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

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

2282 Rockville Rd Ste B Fairfield, CA 94534

Our Public Liability and Property Damage Insurance is placed with:

U.S. Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

PREFERRED PROFESSIONAL INC. CO.

**PROJECT NO. 22155**

**BID FORM  
DOCUMENT 00 31 01**

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 11-3-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 Date 11-17-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 3 Date 11-15-22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

Print or Type Name: Frank Pinguelo  
Title: President  
Signature: [Signature]  
Name of Company as Licensed in California: PINGUELO CONSTRUCTION, INC.  
Business Address: 2288 Rockville Rd Ste B Fairfield, CA 94531  
Telephone Number: 707 864 3003  
California Contractor License No.: 610738  
Class and Expiration Date: B, C17 7/31/23  
Public Works Contractor Registration No.: 1000002874  
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 11-29, 2022

(Name) Frank Pinguelo  
(Chairman, Pres, or Vice-Pres. [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

(Name) Leslie Pinguato

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) X

A handwritten signature in blue ink, appearing to be "Leslie Pinguato", written over a horizontal line.

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

**NOTICE TO BIDDERS**  
**DOCUMENT 00 11 11**

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the ("Contract"), **Project No. 22155**

**Havenscourt/Lockwood Campus Window Replacement**  
**Havenscourt Middle School 1360 66<sup>th</sup> Avenue, Oakland, CA. 94619**  
**Lockwood STEAM Academy 6701 International Blvd., Oakland, CA. 94621**

**Project consists of:**

New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained-awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work..All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation.

**Engineer's Estimate:** Havenscourt Campus Building M - **\$1,222,000.00**

**Engineer's Estimate:** Lockwood Campus Building E - **\$663,730.00**

**Engineers' Estimate:** Lockwood Kindergarten Building B - **\$1,114,270.00**

**Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".**

**Project Manager** is John Esposito, who can be reached at: [john.esposito@ousd.org](mailto:john.esposito@ousd.org) and/or 510—535-7049.

This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6. Deadline to prequalify for this project is Friday, November 17, 2022. Please email Juanita Hunter at: [Juanita.hunter@ousd.org](mailto:Juanita.hunter@ousd.org) or La Juana Lewis at: [LaJuana.Lewis@ousd.org](mailto:LaJuana.Lewis@ousd.org) for more prequalification requirements.

This Contract is subject to the District's Project Labor Agreement.

The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Programs > Facilities Planning & Management Department > For Contractors and



Contract Documents will be available on or after November 21, 2022, at **East Bay Blue Print, located at 1745 14<sup>th</sup> Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: [ebbp@eastbayblueprint.com](mailto:ebbp@eastbayblueprint.com), Attn: Sandy. Online using the Plan Command System at [www.eastbayblueprint.com](http://www.eastbayblueprint.com) or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County  
McGraw Hill Construction Data  
San Francisco Builder's Exchange

Reed Construction Market Data  
Contra Costa Builder's Exchange  
Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be **365** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is **December 15, 2023** (Tentative Date) See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk  
Facilities Planning & Management  
955 High Street  
Oakland, CA 94601**

on **November 23, 2022**, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

A mandatory pre-bid site visit will be held on **November 9, 2022, at 2:00 p.m.**, at Front entrance of the Havenscourt Middle School and Lockwood STEAM Academy sites. Bidders not attending the site visit will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **Class B and/or C 17 Glazing** license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise: 1st Publication Date  
2nd Publication Date

**October 26, 2022**  
**November 2, 2022**

## **ADDENDUM NO. 1**

November 3, 2022

**Havenscourt Campus and Lockwood Campus Window Replacement Projects  
OAKLAND UNIFIED SCHOOL DISTRICT  
OUSD PROJECT NUMBER 22155**

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

### **Addendum No. 1**

This Addendum is to provide Clarification on bid pricing as follows: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".

See attached Bid Form and Notice to Bidders Form.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 1

**BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Facilities Planning and Management  
955 High Street, 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 **Havenscourt/Lockwood STEAM School Campus Window Replacement Project**, 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, CA 94621 (the "Contract"), Project No. 22155, Scope of work includes but not limited to the New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. **(the "Contract")**.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

**Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".**

**Bid Amount (Base Bid)- Havenscourt Campus Building M:**

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-end; align-items: center;"><div style="margin-right: 10px;">Dollars</div><div style="margin-right: 10px;">\$</div><div style="border-bottom: 1px solid black; width: 150px;"></div></div> <p><i>Bid Amount</i></p>	
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<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
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**Bid Amount (Base Bid)- Lockwood Campus Building E:**

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

_____ Dollars <i>Bid Amount</i>	\$ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>

**Bid Amount (Base Bid)- Lockwood Kindergarten Building B:**

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

_____ Dollars <i>Bid Amount</i>	\$ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>

<p style="text-align: right;">_____ Dollars</p> <p><i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p>\$ _____</p>
---	-----------------

**Miscellaneous:**

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

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

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

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

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

---



---

Our Public Liability and Property Damage Insurance is placed with:

---



---

Our Workers' Compensation Insurance is placed with:

---

OAKLAND UNIFIED SCHOOL DISTRICT  
 HAVENCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
 WINDOW REPLACEMENT  
 PROJECT NO. 22155

BID FORM  
 DOCUMENT 00 31 01



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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. \_\_ Date \_\_ Addendum No. \_\_\_\_\_ Date \_\_  
Addendum No. \_\_ Date \_\_ Addendum No. \_\_\_\_\_ Date \_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_

This bid may be withdrawn at any time priobefore the scheduled time for opening or any authorized postponement thereof.

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

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

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

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

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Company as Licensed in California: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

( Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_  
(Chairman, Pres, or Vice-Pres. \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

(Name) \_\_\_\_\_

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01

**NOTICE TO BIDDERS**  
**DOCUMENT 00 11 11**

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the ("Contract"), **Project No. 22155**

**Havenscourt/Lockwood Campus Window Replacement**  
**Havenscourt Middle School 1360 66<sup>th</sup> Avenue, Oakland, CA. 94619**  
**Lockwood STEAM Academy 6701 International Blvd., Oakland, CA. 94621**

**Project consists of:**

New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained-awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work..All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation.

**Engineer's Estimate:** Havenscourt Campus Building M - **\$1,222,000.00**

**Engineer's Estimate:** Lockwood Campus Building E - **\$663,730.00**

**Engineers' Estimate:** Lockwood Kindergarten Building B - **\$1,114,270.00**

**Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".**

**Project Manager** is John Esposito, who can be reached at: [john.esposito@ousd.org](mailto:john.esposito@ousd.org) and/or 510—535-7049.

This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6. Deadline to prequalify for this project is Friday, November 17, 2022. Please email Juanita Hunter at: [Juanita.hunter@ousd.org](mailto:Juanita.hunter@ousd.org) or La Juana Lewis at: [LaJuana.Lewis@ousd.org](mailto:LaJuana.Lewis@ousd.org) for more prequalification requirements.

This Contract is subject to the District's Project Labor Agreement.

The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Programs > Facilities Planning & Management Department > For Contractors and

Contract Documents will be available on or after November 21, 2022, at **East Bay Blue Print, located at 1745 14<sup>th</sup> Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: [ebbp@eastbayblueprint.com](mailto:ebbp@eastbayblueprint.com), Attn: Sandy. Online using the Plan Command System at [www.eastbayblueprint.com](http://www.eastbayblueprint.com) or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County  
McGraw Hill Construction Data  
San Francisco Builder's Exchange

Reed Construction Market Data  
Contra Costa Builder's Exchange  
Marin Builder's Exchange

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 and proof of registration is provided.

The Contract Time shall be **365** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is **December 15, 2023** (Tentative Date) See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk  
Facilities Planning & Management  
955 High Street  
Oakland, CA 94601**

on **November 23, 2022**, before 2:00 p.m. on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

A mandatory pre-bid site visit will be held on **November 9, 2022, at 2:00 p.m.**, at Front entrance of the Havenscourt Middle School and Lockwood STEAM Academy sites. Bidders not attending the site visit will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a **Class B and/or C 17 Glazing** license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise: 1st Publication Date  
2nd Publication Date

**October 26, 2022**  
**November 2, 2022**

## **ADDENDUM NO. 2**

November 14, 2022

Havenscourt Campus and Lockwood Campus Window Replacement Projects  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
OUSD PROJECT NUMBER 22155

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

### Addendum No. 2

**Reference #1:** Window manufacturer-Kawneer or equal and or equal to the existing windows on the 66th Ave side of the Havenscourt School building.

Demo and new windows installations can be done from the schools' interior and exterior. Moving of existing classroom furniture is by the contractor and must be returned to its original location after work is completed.

Eliminate the Lockwood Elementary School building from the bid.

**Reference #2:** The **Bid Opening date is being moved to November 30, 2022**, with bids to be received by 2:00 p.m.

See attached Revised Bid Cover Sheet Form

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON**  
**THE FORM OF PROPOSAL**

End of Addendum No. 2



**BID COVER SHEET**  
**DOCUMENT 00 31 00**

OAKLAND UNIFIED SCHOOL DISTRICT  
Division of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601

**BIDS MUST BE SEALED AND SUBMITTED TO:**

FRONT DESK  
955 HIGH STREET  
OAKLAND, CA 94601

**THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE**

**PLEASE NOTE: DUE COVID 19 BIDS, PLEASE DROP BIDS OFF. BID RESULTS WILL BE  
MADE AVAILABLE VIA EMAIL.**

**THANK YOU IN ADVANCE FOR YOUR PATIENCE AND COOPERATION.**

**Bid for:**        **Havenscourt/Lockwood STEAM Academy Campus**

**Project No.:**   **22155**

**Bidder:**

\_\_\_\_\_

**Please print full        (Company Name, Address)**

\_\_\_\_\_

**Please provide both: (Phone, Fax)**

**Bids are due: November 30, 2022, at 2:00 p.m.**

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

### **ADDENDUM NO. 3**

November 15, 2022

Havenscourt Campus and Lockwood Campus Window Replacement Projects  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
OUSD PROJECT NUMBER 22155

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 3

**Reference #1:** For Clarity purposes, the Lockwood Elementary Kindergarten Building B is being eliminated from the bid.

See attached Revised Bid Form

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON**  
**THE FORM OF PROPOSAL**

End of Addendum No.3

**ADDENDUM NO. 3**

**REVISED BID FORM**  
**DOCUMENT 00 31 01**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Facilities Planning and Management  
955 High Street, 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 **Havenscourt/Lockwood STEAM School Campus Window Replacement Project**, 1390 66<sup>th</sup> Ave., Oakland, CA 94621 and 6701 International Blvd., Oakland, CA 94621 (the "Contract"), Project No. 22155, Scope of work includes but not limited to the New Window Specification for the Havenscourt and Lockwood School Campuses. Demolish existing windows, patching, and painting of openings inside and out as needed. F&I new three sectional windows, top section stationary, two lower sections operable, awning type, with four- inch opening restrictors (1st floor only), dual pane low E rating tinted glass, window guards, rest room panes to be obscure, dark bronze finish frames. Shop drawings are required for approval. Havenscourt Campus Building M - 95 windows - approximately 3' x7' high, bidders to verify. Lockwood Campus Building E - 48 windows - approximately 3' x7' high, bidders to verify. The Lockwood Kindergarten Building B - 91 windows of different sizes -This building has a variation of different type and size windows on all nine sides of the building and during the pre-bid walk the different designs will be explained awning, fixed and or hopper. However, the classroom windows will have awning type with four-inch opening restrictors in the middle of the frame and fixed windows top and bottom. Bidders to include for each of the buildings - dollar amounts, estimated time for performing the work after approval of shop drawings to final installation. Based on the dollar amount of each building the District will decide on which building(s) to select for the work. All new windows for the Havenscourt Building M and Lockwood Building E to match existing windows on the Havenscourt School's 66th Avenue Street elevation. **(the "Contract")**.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

**Please note: Based on lowest cost for each of the buildings, the District will decide on which building(s) to be selected for this award".**

**Bid Amount (Base Bid)- Havenscourt Campus Building M:**

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-end; align-items: center;"><div style="margin-right: 10px;">Dollars</div><div style="margin-right: 10px;">\$</div><div style="border-bottom: 1px solid black; width: 150px;"></div></div> <p><i>Bid Amount</i></p>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: flex-end; align-items: center;"><div style="margin-right: 10px;">Dollars</div><div style="margin-right: 10px;">\$</div><div style="border-bottom: 1px solid black; width: 150px;"></div></div>
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<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>
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**Bid Amount (Base Bid)- Lockwood Campus Building E:**

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

_____ Dollars <i>Bid Amount</i>	\$ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>

**Bid Amount (Base Bid)- Lockwood Kindergarten Building B:**

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

_____ Dollars <i>Bid Amount</i>	\$ _____
<u>Thirty Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$30,000.00</u>

<div style="text-align: right; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 450px; display: inline-block;"></div> Dollars </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> </div> <div> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> </div>	<div style="text-align: right; margin-bottom: 10px;"> \$ <div style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></div> </div> <div style="margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></div> </div> <div> <div style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></div> </div>
<p><i><b>Total Base Bid Amount</b></i></p> <p><i><b>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</b></i></p>	

**Miscellaneous:**

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

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

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

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

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

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

**PROJECT NO. 22155**

**BID FORM  
DOCUMENT 00 31 01**

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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. \_\_ Date \_\_ Addendum No. \_\_\_\_\_ Date \_\_  
Addendum No. \_\_ Date \_\_ Addendum No. \_\_\_\_\_ Date \_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_

This bid may be withdrawn at any time priobefore the scheduled time for opening or any authorized postponement thereof.

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

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

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

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



Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Company as Licensed in California: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

( Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_  
(Chairman, Pres, or Vice-Pres. \_\_\_\_\_

(Name) \_\_\_\_\_

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
HAVENSCOURT/LOCKWOOD STEAM ACADEMY SCHOOL CAMPUS  
WINDOW REPLACEMENT  
PROJECT NO. 22155

BID FORM  
DOCUMENT 00 31 01



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

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

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

<b>PRODUCER</b> Levoy & Associates Insurance Agency PO Box 30  Loomis CA 95650		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (916) 652-2705 E-MAIL ADDRESS: david@levoyins.com FAX (A/C, No):	
<b>INSURED</b> Pinguelo Construction, Inc. 2288 Rockville Road Suite B Fairfield CA 94534		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: PALOMAR SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 20338	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PSIC08677-05	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

30 days cancel notice.

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

Oakland

CA 94601

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

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none"><li>a) the ground-up construction of any building whose units will be individually owned and titled; and,</li><li>b) "your work" performed on the conversion of any building into a condominium or townhome.</li></ul>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY AND BLANKET  
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

**A. PRIMARY AND NON-CONTRIBUTORY TO  
OTHER INSURANCE**

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

**B. WAIVER OF SUBROGATION – BLANKET**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL AGGREGATE LIMIT PER PROJECT WITH AN OVERALL GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designated Construction Project(s): All Projects</b>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by more than one "occurrence" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is **\$10,000,000.00.**
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

## Commercial Excess Liability Coverage Schedule of Controlling Underlying Insurance

Schedule Of Controlling Underlying Insurance	
<b>Commercial Auto Liability</b>	<b>Company:</b> Does Not Apply
	<b>Policy Number:</b>
	<b>Policy Period:</b>
	<b>Limits Of Insurance:</b> <div style="display: flex; justify-content: space-between;"> <span>Garage Aggregate Limit For Other Than Autos (if applicable)</span> <span>\$</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Each Accident</span> <span>\$</span> </div>
<b>General Liability</b>	<b>Type Of Coverage:</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made
	<b>Company:</b> U.S. Specialty Insurance Company
	<b>Policy Number:</b> U22AC113522-03
	<b>Policy Period:</b> 05/26/2022 to 05/26/2023
	<b>Limits Of Insurance:</b> <div style="display: flex; justify-content: space-between;"> <span>Each Occurrence</span> <span>\$1,000,000</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Personal And Advertising Injury</span> <span>\$1,000,000</span> <span>Any one person or organization</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Products-completed Operations Aggregate</span> <span>\$2,000,000</span> </div> <div style="display: flex; justify-content: space-between;"> <span>General Aggregate</span> <span>\$2,000,000</span> </div>
	<b>Type Of Coverage:</b> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made
<b>Other Coverage</b>	<b>Company:</b> Does Not Apply
	<b>Policy Number:</b>
	<b>Policy Period:</b>
	<b>Limits Of Insurance:</b> <div style="text-align: right; margin-top: 10px;">\$</div>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESSSS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Havenscourt Middle School (Coliseum College Prep) Building M and Lockwood STEAM Academy Window Replacement Project.</b>	<b>Site</b>	<b>232/160</b>
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### Basic Directions

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

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

Contractor Name	Pinguelo Construction, Inc.	Agency's Contact		Franquil Pinguelo				
OUSD Vendor ID #	008194	Owner		Owner				
Street Address	2288 Rockville Road, Suite B	City	Fairfield	State	CA	Zip	94534	
Telephone	707-290-8808	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	22155							

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	1-26-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	1-25-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$3,045,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

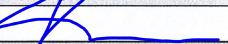

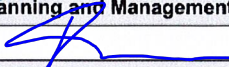
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9914/9044	Fund 140 Havenscourt MS (Coliseum College Prep)	140-9914-0-9044-8500-6273-232-9880-9000-9999-99999	6273	\$2,030,000.00
9914/9045	Fund 140 Lockwood STEAM Academy	140-9914-0-9045-8500-6273-160-9880-9000-9999-99999	6273	\$1,015,000.00

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds				
	Signature  for Marc White	Date Approved	1/3/2023		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  Lozano Smith, approved as to form	Date Approved	1/3/23		
	Deputy Chief, Facilities Planning and Management				
3.	Signature 	Date Approved	1/3/2023		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			