

March 25, 2024

Dear Prospective bidders,

Please see below EOP Re-Bid Documents for you to upload. If you have any questions, please feel free to email the Project Manager, Shivani More at: shivani.more@ousd.org

<https://drive.google.com/drive/folders/1OFTiuUz6zxfOUEQGLZ4RM1Sur9c6n8U5?usp=sharing>

If you are unable to access the link please contact our printer Facility at:

East Bay Blue Print, located at 1745 14th 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 Attn: Sandy. Online using the Plan Command System at www.eastbayblueprint.com or scott@eastbayblueprint.com

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. 22144**

Re-Bid-East Oakland Pride Elementary School Site Improvements
8000 Birch Street, Oakland, CA 94621

as per the Contract Documents, including the drawings and specifications, which may be obtained from the Printing Facility listed below. The Architect for this project is:

LCA Architects, 1970 Broadway, Ste. 800, Oakland, CA. 94612, Phone: 925-944-2705, email address: Ifernando@lca-architects.com.

Project consists of:

Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFCI) hoops for the basketball court and multi- sport courts. Wall prep for murals as indicated on plans - Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.

Exclusions from the contract/scope -

Furnish and install of electric vehicle charging stations (EVCS), marquee, silva cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom). Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:

1) Alpha (eye and cee benches) – Engineer’s estimate \$68,000

Engineer’s Estimate: \$3,700,000.00

Project Manager is Shivani More, who can be reached at: shivani.more@ousd.org or 213-275-7494.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined on the base bid and the additive and deductive items.

This Contract *is* subject to prequalification pursuant to Public Contract Code section 20111.6. **The prequalification deadline date is April 12th , 2024.** Prospective bidders must submit a completed prequalification questionnaire via email to: Juanita Hunter at: juanita.hunter@ousd.org . To obtain a copy of the prequalification questionnaire here is the link: <https://www.ousd.org/facilities-planning-management-department/opportunities/contract-opportunities>. All prospective bidders must currently be on the District's Certified Contractor's List.

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: <https://www.ousd.org/facilities-planning-management-department/opportunities>

Contract/Specifications Documents will be available for review on or after **March 27, 2024**, at **East Bay Blue Print, located at 1745 14th 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, Attn: Sandy. Online using the Plan Command System at 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	Reed Construction Market Data
McGraw Hill Construction Data	Contra Costa Builder's Exchange
San Francisco 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 sixty (60) calendar days, and liquidated damages for delay shall accrue.

Bids must be sealed and filed at

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

on **April 22nd, 2024, before 2:00 p.m.** on the clock designated by the Owner or its representative

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO.: 22144

NOTICE TO BIDDERS
DOCUMENT 00 11 11

as the bid clock at or after which time the bids will be opened and publicly read aloud. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

Mandatory pre-bid **site visit** will be held on **April 4, 2024, at 10:00 a.m.**, at Front entrance of the East Oakland Pride School Site. 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 A – Engineering and/or B-General Building Contractor** license at the time of award 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.

Advertisement (Public Contract Code §22037):

Publication Date	March 27, 2024
AND	
Date of Mail and E-Mail/Fax to Trade Journals	March 26, 2024

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

Bid for: Re-Bid-East Oakland Pride Elementary School Site Improvements

Project No.: 22144

Bidder:

Please print full (Company Name, Address)

Please provide both: (Phone, Fax)

Bids are due: April 22, 2024 at 2:00 p.m.

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

TIME STAMP HERE:

RECEIVED BY:

BID BOND
DOCUMENT 00 40 00

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Oakland Unified School District (“Owner”) in the sum of _____ Dollars (\$) _____ for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

NOW, THEREFORE,

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

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

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

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

{SR798944} 1

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

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

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

{SR798944}2

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
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 **Re-Bid-East Oakland Pride Elementary School, 8000 Birch Street, Oakland, (the “Contract”)**, The Scope of work consists of Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFICI) hoops for the basketball court and multi- sport courts. Wall prep for murals as indicated on plans - Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.

Exclusions from the contract/scope -

Furnish and install of electric vehicle charging stations (EVCS), marquee, silva cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom). Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:

1) Alpha (eye and cee benches) – Engineer’s estimate \$68,000

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

OAKLAND UNIFIED SCHOOL DISTRICT
RE-BID EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT NO. 22144
FEBRUARY 9, 2024

BID FORM
DOCUMENT 00 31 01

{SR799810}

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

_____ Dollars <i>Bid Amount Without Contingency Allowance</i>	\$ _____
Five Hundred Thousand _____ Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	\$500,000.00 _____
_____ Dollars <i>Total Base Bid Amount</i>	\$ _____
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

ALTERNATE ITEM NO. 1: 1) Alpha (eye and cee benches) – Engineer’s estimate
\$68,000

ALTERNATE ITEM NO. 1: _____ Dollars	\$ _____
ALTERNATE ITEM NO. 2: _____ Dollars	\$ _____

Miscellaneous:

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

{SR799810}2

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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 Instructions to Bidders.

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:

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 in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form 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

{SR799810}3

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: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. 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. 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 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.

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)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

{SR799810}4

_____ (Name)
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)

{SR799810}5

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____, 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 _____ Dollars (\$ _____) 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 **June 6, 2024**, for construction of

the Re-Bid East Oakland Pride School Site Improvements Project, located at 8000 Birch Street, Oakland, (the "Contract"). The Scope of work consists of Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFCI) hoops for the basketball court and multi- sport courts. Wall prep for murals as indicated on plans - Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.

Exclusions from the contract/scope -

Furnish and install of electric vehicle charging stations (EVCS), marquee, silva cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom). Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:

- 1) Alpha (eye and cee benches) – Engineer’s estimate \$68,000

{SR798942} 1

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 _____ day of _____, 20__, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

{SR798942}2

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

{SR798942}3

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

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

the Re-Bid East Oakland Pride School Site Improvements Project, located at 8000 Birch Street, Oakland, (the “Contract”). The Scope of work consists of Demolition of school yard, parking lot, existing storage portable. Replace asphalt pavement wherever indicated on plans. Replace on-site storm drain system, provide, and install new irrigation system and storm drain infrastructure as shown on the plans. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks to be provided in the parking lot. Widen driveway at the street (refer PX permit plans). Install new traffic and directional signage for parking, traffic, passenger, and school bus loading zones with appropriate striping as indicated in the plans. New striping throughout the yard as shown on the landscape drawings. Installation of 6 owner furnished contractor installed (OFCI) hoops for the basketball court and multi- sport courts. Wall prep for murals as indicated on plans - Power wash, patch, prime/base coat, and finish coat. Contractor to provide new fences and gates as indicated. Surface prep for the three nature areas (perennial plant garden, nature plant garden, outdoor classroom) as shown on the plans. All tree, plants, and shrubs components (unless otherwise noted) as indicated on the plans. Construction duration is 60 calendar days. Double shifts (complying with Oakland's noise ordinance) shifts can be included to complete the work as required. Please include number of double shifts included in your proposal. Selection of the contractor will be based on the base bid, construction schedule (including double shift work days), add alternate items.

Exclusions from the contract/scope -

Furnish and install of electric vehicle charging stations (EVCS), marquee, silva cells systems, white board, two basketball courts, three nature areas (perennial plant garden, nature plant garden, outdoor classroom). Furnish and install courtyard tables, synthetic turf, 4' chain link fence with gate around the synthetic turf and play structure. Furnish and install all plantings (plants, trees, shrubs) in the parking lot and the yard. Furnish six bison hoops for the multisport and the basketball courts.

Provide Add Alternate prices for:

1) Alpha (eye and cee benches) – Engineer’s estimate \$68,000

which said agreement dated **June 6, 2024**, and all of the Contract Documents are hereby referred to and made a part hereof;

{SR798938} 1

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 _____ (“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 _____ Dollars (\$ _____) 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 _____ day of _____, 20__.

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

Principal

{SR798938}2

Surety

By: _____
Attorney-in-Fact

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

{SR798938}3

**OAKLAND UNIFIED SCHOOL DISTRICT
RE-BID-EAST OAKLAND PRIDE ELEMENTARY SCHOOL
SITE IMPROVEMENTS
PROJECT. NO.:22144**

**PAYMENT BOND
DOCUMENT 00 61 01**

E

Supplemental



Supplement Questionnaire for Certification

- E 1) To participate in the Oakland Unified School District's Local/Small Local Program, complete the common application and Supplemental C for the City of Oakland certification
- E 2) Please be advised the Oakland Unified School District (OUSD) also certifies Oakland residents who own certified small local businesses in Oakland into the OUSD Small Local Resident Business (SLRB) Program. If your firm is applying for the SLRB please submit the following:
- a. Original issued government document, driver's license or valid issued identification
 - b. Must show a valid picture ID
 - c. Three (3) addresses for verification dated within 90 days of submittal. Must reflect the business owner's CURRENT address:
 - i. One to three utility bills from different agencies, and/or i.e., PG&E, home telephone, water, garbage, or cable
 - ii. Both automobile registration and insurance, and/or
 - iii. Homeowner's/renter's insurance policy, and/or
 - iv. Property tax statement, and/or
 - v. Official letter from a social service/government agency, and/or
 - vi. Rental/Lease Agreement or Grant Deed or Title

OUSD- Laurel Child Development Center Replacement Project No. 17126

E

Supplemental



DECLARATION OF CERTIFICATION

The undersigned declares under penalty of perjury that the statements made in the EBIA Common Application for Local Certification, the City of Oakland Supplemental C and Oakland Unified School District Supplemental E section(s) are true and correct and include all material information necessary to identify, describe and explain the operations and locations of this firm as well as the ownership thereof. I understand that OUSD relies on the statements and representations contained in this Certification Application and Supplemental Questionnaire. I further understand that **any** false statements or material misrepresentations will be grounds for termination of any contract which may be awarded, grounds for further penalties including debarment from participation in future OUSD contracts, grounds for De-Certification and grounds for possible prosecution under Federal or State laws concerning false or fraudulent representations.

Company Name

Name (Print)

Title

Authorized Signature

Date