ADDENDUM NO. 2
(Issued March 12, 2021)

Request for Qualifications and Proposals
Central Administrative Center at Cole Campus

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;

**District Clarification #1:** See attached Document 00 11 12 (Notice to Bidders) and Document 00 11 13 (Instructions to Bidders). Both documents shall supersede all previous versions that were issued.

**District Clarification #2:**

**Bid Schedule shall be the following:**
Notice to Bidders Issued: March 10, 2021
Second Notice to Bidders Issued: March 17, 2021
Mandatory Pre-Bid Site Visit: March 19, 2021
Deadline for Written Request for Clarifications: April 5, 2021 (5 p.m. PST)
District Response to Questions: April 9, 2021
**Bids Due:** April 14, 2021 (11 a.m. PST)

**Work Schedule shall be the following:**
Bid Award: May 12, 2021
Notice to Proceed: May 13, 2021
Substantial Completion: July 31, 2022
**Project Completion:** August 31, 2022
(Total Duration: 476 Calendar Days)

**District Clarification #3:**
Bid Documents issued for bidding is the set uploaded to the DSAbox for backcheck (drawings dated February 19, 2021 and specifications dated March 8, 2021). DSA approval is pending.

**District Clarification #4:**
Bid Documents indicate full project buildout. Bids to be submitted shall be according to the attached diagrams and scope descriptions (i.e., Base Scheme with Add Alternates 1A, 1B, 2 and 3). The District may elect to construct the project in increments within the timeframe permitted by DSA. See Attachment #1 to this Addendum #2.

RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) MUST BE ACKNOWLEDGED IN THE BID PROPOSAL.
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. 19119

Central Administrative Center @ Cole Campus
1011 Union Street, Oakland, CA  94607

Project consists of:

New 56,176 sq ft 2-story office building, a new 3,690 sqft single story multi-purpose, demolition of all existing buildings and site improvements of the 2.56 acre lot, including new parking and fencing.

Engineer’s Estimate:  $40M

Project Manager for this project is Elena Comrie, who can be reached at: 415-916-2461

“The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid.” 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 the amount of the base bid.

This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6. Deadline to prequalify for this project is Friday, April 9, 2021. Please email Juanita Hunter at: Juanita.hunter@ousd.org or La Juana Lewis at: 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 > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2016 PLA – Project Labor Agreement.

Contract Documents will be available on or after March 10, 2021, for review 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:

<table>
<thead>
<tr>
<th>Builders' Exchange of Alameda County</th>
<th>Reed Construction Market Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>McGraw Hill Construction Data</td>
<td>Contra Costa Builder's Exchange</td>
</tr>
<tr>
<td>San Francisco Builder’s Exchange</td>
<td>Marin Builder’s Exchange</td>
</tr>
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</table>

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 476 calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is August 31, 2021. 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 April 14, 2021, before 11:00 a.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.

Mandatory pre-bid site visit will be held on March 19, 2021, at 10 a.m., at Front entrance of Cole School site. Bidders not attending one of 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-General Engineering Contractor and/or B-General Building Contractor” 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 March 10, 2021
2nd Publication Date March 17, 2021
INSTRUCTIONS TO BIDDERS
DOCUMENT 00 11 13

The Central Administration Center at Cole Campus
Contract for the
Oakland Unified School District

SECURING DOCUMENTS:

Contract Documents will be available on or after March 10, 2021, for review 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

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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

PREQUALIFICATION:

This Contract is subject to prequalification. If a bidder is not prequalified to bid on the Contract, Owner will not accept the bid. Any subcontractors listed by the bidder for Work requiring C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses must have current prequalified status with the Owner. The application for prequalification must be submitted to the Owner by the date specified in the application. The prequalification application may be obtained from the Owner.

PROJECT LABOR AGREEMENT:

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 > Offices and Programs > Facilities Planning &
For questions or assistance concerning the Project Labor Agreement, contact Maribel Alejandre, (510) 835-7603 X 21, Davillier-Sloan, Inc. 1630 12th Street, Oakland, California, 94607.

LOCAL, SMALL LOCAL, AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM:

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > District Services > Facilities Planning & Management Department > Bids and Requests

RETENTION:

The Owner will withhold retention of 5% from all progress payments.

REGISTRATION:

For all projects over Twenty-Five Thousand Dollars ($25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder’s current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-Five Thousand Dollars ($25,000), the bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor’s current registration to perform public work under Labor Code section 1725.5.

PRE-BID CONFERENCES, SITE VISITS, OR MEETINGS:
Mandatory pre-bid conferences, site visits, or meetings will be held as described in the Notice to Bidders.

**BUILDERS RISK COVERAGE:**

For the purpose of builders risk coverage (see General Conditions Article 11), the project "is" being solely funded by revenue bonds.

**BIDS:**

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, as included in the bid package provided by the Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. 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.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner’s form for Designation of Subcontractors):

A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars ($25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, 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 (½) of one percent (1%) of the bidder's total bid. 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.

B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:

1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

6. 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 the 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 to any interested party on request.

7. All bids must be submitted on the Bid Form and must be accompanied by a completed Bid Cover Sheet, bid security (see below), Designation of Subcontractors (see above), Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Site Visit Certification (if the pre-bid site visit was mandatory; see above), responses to the Contractor Questionnaire (if required; see Paragraph 13, below), the Local Business Participation Form, the Schedule Z Debarment Suspension Certification, and the DVBE certification and worksheet (if required; see Paragraph 10, below).

8. Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. THIS CONTRACT IS SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.
11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor’s license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor’s license is not in good standing to perform the work for which it is listed from the time of submission of the bidder’s bid to award of the Contract.

12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.

13. Each bidder must submit complete responses to the Contractor Questionnaire included in the bid documents.

14. To summarize, each bid for the Contract must include the following documents:
   a. Bid cover sheet.
   b. Bid form, including proof of signers’ authority.
   c. Bid security.
   d. Designation of Subcontractors.
   e. Noncollusion Declaration.
   f. Sufficient Funds Declaration.
   g. Fingerprinting Notice and Acknowledgement.
   h. Iran Contracting Act Certification (if required; see the form).
   i. Responses to Contractor Questionnaire (if required; see above).
   j. Local Business Participation Form.
   k. Schedule Z Debarment Certification.
   l. Site Visit Certification (if required; see above).
   m. DVBE Certification (if DVBE is required; see above).
   n. DVBE Worksheet (if DVBE is required; see above).
   o. Proof of Registration per Labor Code §1725.5.

As discussed below, the following documents must be submitted prior to award and within ten (10) days of issuance of the Notice of Intent to Award:
   p. Performance Bond.
   q. Payment Bond.
   r. Insurance Certificates.
   s. Letter of Assent to Project Labor Agreement.
As discussed below, the following documents must be submitted within ten (10) days after receipt of Notice of Award of the Contract or before commencement of the Work, whichever is earlier:

- t. Signed Agreement
- u. Drug-Free Workplace Certification.
- v. Student Contact Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement Form).
- w. Additional Insured and Other Required Endorsements.
- x. Insurance Declaration Pages.
- y. Buy American Certification.
- z. Bid Documentation to Be Held in Escrow.
- aa. Roof Project Certification (if required).
- bb. Workers’ Compensation Certification.
- dd. Lead-Based Materials Certification.
- ee. Prevailing Wage and Related Labor Requirements Certification.
- gg. Imported Materials Certification.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents.
Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect and Owner; and 3) the review shall be confined to the bidder’s capacity as a bidder and not as a licensed design professional.

BID PROTESTS:

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the third (3rd) business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party’s sole and exclusive remedy in the event of a bid protest. Protesting party’s failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.
Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

NOTICE OF INTENT TO AWARD, AND AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner.

Upon issuance of a Notice of Intent to Award to the apparent low bidder, the apparent low bidder shall provide the documents required by such Notice within ten (10) days. These documents shall include, at a minimum, the performance and payment bonds, the insurance certificates required by the contract, and a letter of assent to the Project Labor Agreement. In addition, before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.
The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein, and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

NOTICE OF AWARD, AND EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required additional insured and other endorsements, declarations page, a Public Contract Code section 3006(a) Roof Project Certification (if required), a Drug-Free Workplace Certification, Workers’ Compensation Certification, a Buy American Certification, an Asbestos & Other Hazardous Materials Certification, a Tobacco-Free Environment Certification, an Imported Materials Certification, a Lead-Based Materials Certification, a Prevailing Wage and Related Labor Requirements Certification, bid documentation to be held in escrow, and an Independent Contractor Student Contact Form, within ten (10) days after receipt of Notice of Award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs $21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.
**Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

**Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

**REQUESTS FOR SUBSTITUTION OF MATERIALS PRIOR TO BIDDING:**

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of ten (10) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner’s form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

**PAYMENTS:**

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

**EARLY TERMINATION:**

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Campus
Central Administrative Center
Project No. 19119
February 2, 2021
Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The Contract Time shall be **476** calendar days. See Article III of the Agreement for details about the Contract Time and any milestone deadlines.

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

**COVID-19:**

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work at the time of bidding, 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. Each bidder must include in its bid all costs related to these requirements. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.
Below are descriptions of the scope included in the Base Scheme and Add Alternates:

**Base Scheme:**

**Main Admin Building:**

- **Architecture:**
  - Replace Board Room and first floor office areas with shell space
  - Enclose first floor stairs to separate conditioned second floor space from unconditioned shell space

- **Mechanical:**
  - Provide all roof mounted HVAC equipment for entire building except CU-1 and CU-2 that serve the first floor.
  - Provide Fan Coils, mode controller units, terminal units, refrigerant lines, OSA ducts and fans for associated spaces being developed on first floor as part of base scheme.
  - Extend shaft for ductwork and refrigerant line sets to first floor shell space. Install all OSA and exhaust ductwork in shafts down to first floor. For ducts that serve non-build out spaces, stub ducts thru shaft wall and cap.
  - Install refrigerant lines associated with CU-1 and CU-2 within the rated shaft from the roof to the first floor, stub out, and cap. These refrigerant lines will be used for future buildout and will reduce future opening of the shaft for pipe installation.

- **Electrical:**
  - Provide (2) -3" empty conduit with pull cord capped and stubbed in accessible ceiling space the North (Part A) and South (Part C) for future panel connections.
  - Provide code required emergency egress lighting, exit signs and lighting controls, a minimum illumination of 1 foot candle throughout shell space

- **Plumbing:**
  - Provide all the utility pipes, plumbing equipment as shown current plumbing system in Main building.
  - Provide CW/HW branch pipes to shell spaces (1st & 2nd floor break rooms, collaboration rooms and 2nd floor rest rooms) with isolation valves and caps.
- Technology:
  - Provide incoming services from street and build out of MPOE.
  - Provide intrusion alarm system for shell of building and card reader access to outside of building.
- Fire alarm:
  - Size control equipment and amplifiers required to build out the first floor shell space. Provide occupant notification around the perimeter of the shell space. Appliances may be reused for subsequent tenant improvement. Provide manual initiating devices at shell space building exits.
- Fire Protection:
  - Provide risers, mains and branch lines as shown for current system with modifications such as upright sprinkler heads instead of pendent sprinklers at shell space. Spacing of branch line will need to be revised to accommodate spacing required by upright sprinklers in each beam bay of shell space.
  - New design to incorporate future TI. (For example provide 1” outlet for the sprinkler heads so that the heads can be removed easily and pendent sprinkler added to the 1” outlets. Other features may be extra capped off tees for future use for expanding the system.)

MPR Building area:
- Landscape: Replace MPR building with new landscape area (design TBD)
- Civil:
  - All utilities to be constructed to within 3 ft of the future MPR building pad, valved and capped, and placed in a valve box. Any gravity lines shall be terminated with a clean out and clean out box.
  - The area shall be graded to the finished floor elevation and generally sloped to the street at 1.5%.
- Electrical: Provide (2) – 3” empty conduit with pull cord to pullbox adjacent to future MPR building.
Add Alternate 1A:
Main Admin Building:
- **Architecture:**
  - Replace Board Room and first floor office areas with shell space
  - Enclose first floor stairs to separate conditioned second floor space from unconditioned shell space
- **Mechanical:** Same as Base Scheme
- **Electrical:**
  - Provide (2) -3’ empty conduit with pull cord capped and stubbed in accessible ceiling space the North (Part A) and South (Part C) for future panel connections.
  - Provide code required emergency egress lighting, exit signs and lighting controls, a minimum illumination of 1 foot candle throughout.
- **Plumbing:**
  - Provide all the utility pipes, plumbing equipment as shown current plumbing system in Main building.
  - Provide CW/HW branch pipes to shell spaces (1st & 2nd floor break rooms, collaboration rooms and 2nd floor restrooms) with isolation valves and caps.
  - Extend CW pipe from Main building to MPR building with water valve box in front of the MPR building.
- **Technology:**
  - Same as Base Scheme. Provide conduit pathway to MPR from Server room MPOE for Telecom, Intrusion and access control.
- **Fire Alarm:** Same as Base Scheme.
- **Fire Protection:** Same as Base Scheme.

MPR Building:
MPR Building is fully built, including Mechanical, Electrical, Plumbing, Technology, Fire Alarm, Intrusion Alarm, Access Control, and AV scope.
Add Alternate 1B:
Same as Alternate 1A except AV scope excluded from MPR building
Add Alternate 2:
Main Admin Building:
- Architecture:
  - Replace first floor office areas with shell space. Board Room is built out.
  - Enclose first floor stairs to separate second floor conditioned space from unconditioned shell space
- Mechanical: Same as base scheme design except provide full mechanical system design for board room.
- Electrical:
  - Provide (2) -3" empty conduit with pull cord capped and stubbed in accessible ceiling space the North (Part A) and South (Part C) for future panel connections. Provide design as documented in the electrical drawings for the board room.
  - Provide code required emergency egress lighting, exit signs and lighting controls, a minimum illumination of 1 foot candle throughout.
- Plumbing: Same as base scheme.
- Technology: Same as Add Alt 1, add in network cabling / pathways to Board Room. Add Access Control and Intrusion Alarm to Board Room.
- Fire alarm: Size control equipment and amplifiers required to build out the first floor shell space. Provide occupant notification around the perimeter of the shell space. Appliances may be reused for subsequent tenant improvement. Provide manual initiating devices at shell space building exits.
- Fire Protection: Same as base scheme, but provide pendent sprinkler heads at Board Room.

MPR Building area:
- Landscape: Same as Base Scheme.
- Civil: Same as Base Scheme.
- Electrical: Provide (2) – 3” empty conduit with pull cord to pullbox adjacent to future MPR building.
Add Alternate 3:
Main Admin Building:
- Architecture:
  - Replace Board Room with shell space.
  - First floor offices are built out
  - First floor stairs remain unenclosed.
- Mechanical:
  - In addition to base scheme design, provide CU-1 and CU-2 and full mechanical build out for entire first floor office space except for board room.
- Electrical:
  - Provide design as documented in the electrical drawings for the first floor office spaces. Board room is shell space. Provide (2) – 2” empty conduit with pull cord to pullbox in accessible ceiling for Board room shell space.
  - Provide code required emergency egress lighting, exit signs and lighting controls, a minimum illumination of 1 foot candle throughout Board Room.
- Plumbing: Provide all the utility pipes, plumbing equipment as shown current plumbing system in Main building.
- Technology:
  - Complete build out of Server room. Add network cabling to all first floor. Add Access control to internal doors on first floor. Add internal Intrusion alarm to first floor.
- Fire alarm: Size control equipment and amplifiers required to build out the first floor shell space. Provide occupant notification around the perimeter of the shell space. Appliances may be reused for subsequent tenant improvement. Provide manual initiating devices at shell space building exits.
- Fire Protection:
  - Provide risers, mains and branch lines as shown for current system with modifications such as upright sprinkler heads instead of pendent sprinklers. Spacing of branch line will need to be revised to accommodate spacing required by upright sprinklers in each beam bay.
  - First floor design to match original drawings except at Boardroom. System in Board Room shell space to include piping and upright sprinkler heads with features that allow for easy transition to the TI space. Spacing will be dictated by NFPA 13.

MPR Building area:
- Landscape: Same as Base Scheme
- Civil: Same as Base Scheme
- Electrical: Provide (2) – 3" empty conduit with pull cord to pullbox adjacent to future MPR building
**Base Scheme:**
No MPR (replace with landscape/site design)
Replace Board Rm and Office Areas with Shell Space
Enclose first floor stairs.
Base Scheme shall include full Fire/Life Safety features including but not limited to fire sprinkler system, fire alarm system and emergency lighting for "open" shell space.

**Add Alt 1A:**
Same as Base Scheme except MPR is built

**Add Alt 1B:**
Same as Add Alt 1A except MPR AV installation excluded.

**Add Alt 2:**
Same as Base Scheme except Board Room is built

**Add Alt 3:**
Same as Base Scheme except first floor offices are built, and first floor stairs remain unenclosed.
Board Room shell space shall include full Fire/Life Safety features including but not limited to fire sprinkler system, fire alarm system and emergency lighting for "open areas."