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Enactment Number	22-1100
Enactment Date	6-8-2022 CJH



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** June 8, 2022

**Subject** Agreement for Maintenance – Competitively Bid - ER Plumbing & Construction – Skyline High School Sewer Line Camera Assessment Maintenance Services Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement for Maintenance by and between the **District and ER Plumbing & Construction**, Alameda, California, for the latter to provide Sewer Line Camera Assessment with work consists but is not limited to using a 1”inch through 8” Camera System to get the best results and condition of piping; excavation to access and the potentially install clean-outs for access where none are available; use of Hydro Jetting Machine to clear basic obstacles and debris; schedule to work as to not interfere with ongoing school classes; provide detailed map system to include notes of conditions for the **Skyline High School Sewer Line Camera Assessment Maintenance Services Project**, in the not-to-exceed amount of **\$100,000.00**, as the lowest responsive bidder, with a contract term of two (2) months; with the work anticipated to commence on **June 9, 2022**, and with an anticipated ending of **August 9, 2022**.

**Discussion** The scope of work of the contract consists of the Skyline High School Sewer Line Camera Assessment Maintenance Services Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

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

**Recommendation** Approval by the Board of Education of Agreement for Maintenance by and between the **District and ER Plumbing & Construction**, Alameda, California, for the latter to provide Sewer Line Camera Assessment with work consists but is not limited to using a 1”inch through 8” Camera System to get the best results and condition of piping; excavation to access and the potentially install clean-outs for access where none are available; use of Hydro Jetting Machine to clear basic obstacles and debris; schedule to work as to not interfere with ongoing school classes; provide detailed map system to include notes of conditions for the **Skyline High School Sewer Line Camera Assessment Maintenance Services Project**, in the not-to-exceed amount of **\$100,000.00**, as the lowest responsive bidder, with a contract term of two (2) months; with the work anticipated to commence on **June 9, 2022**, and with an anticipated ending of **August 9, 2022**.

**Fiscal Impact**

Fund 140, Deferred Maintenance Fund

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits and Other Contract Documents
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 22-1330

**Department:** Facilities Planning and Management

**Vendor Name:** ER Plumbing & Construction

**Project Name:** Skyline High School Sewer Line Camera Assessment      **Project No.:** 70006

Maintenance Services Project

**Contract Term:** Intended Start: June 9, 2022

Intended End: August 9, 2022

**Total Cost Over Contract Term:** \$100,000.00

**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?**

ER Plumbing & Construction was selected by the District as the lowest responsible and responsive bid.

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

ER Plumbing & Construction latter to provide Sewer Line Camera Assessment with work consists but is not limited to using a 1”inch through 8” Camera System to get the best results and condition of piping; excavation to access and the potentially install clean-outs for access where none are available; use of Hydro Jetting Machine to clear basic obstacles and debris; schedule to work as to not interfere with ongoing school classes; provide detailed map system to include notes of conditions for the Skyline High School Sewer Line Camera Assessment.

**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 FOR MAINTENANCE

**THIS AGREEMENT** is made and entered into this 9th day of June, 2022 (“Contract”), by and between **ER PLUMBING & CONSTRUCTION** (“Contractor”) and **Oakland Unified School District** (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):
  - **Skyline High School Sewer Line Camera Assessment Maintenance Services, as described in more detail in Exhibit A attached hereto and incorporated herein.**

The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

- **A C - 42**

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.

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

The total amount to be paid for the items of Required Work listed in the Contract, including the Bid Form and *Exhibit A*, shall be a lump sum of \$80,000.00, with \$40,000.00 to be paid each month (see the Bid Form and *Exhibit B*).

The amount to be paid for the items of Potential Work specified in the Bid Form and *Exhibit A* shall be the unit prices, hourly rates, equipment rates, and material markups specified in the Bid Form (see *Exhibit B*). Any Potential Work other than the items listed in the Bid Form with specific prices shall be paid based on the listed rates in the Bid Form and *Exhibit B*. The total amount to be paid for all Potential Work under this Agreement shall not exceed \$20,000.00, per the Bid Form.

Total payment under this Agreement shall not exceed \$100,000.00.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:
  - **Skyline High School**

The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Two (2) months from the date of the District’s governing board’s approval of this Contract (“Term”).
5. **Insurance.**
  - a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability, with Products and Completed Operations Coverage</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto, Combined Single Limit</b>	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers’ Liability</b>	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project (“Project Inspector”), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the “Contract Documents”):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Instruction to Bidders  | <input checked="" type="checkbox"/> Invitation to Bid             |
| <input checked="" type="checkbox"/> Bid Form  | <input checked="" type="checkbox"/> Exhibit A (Scope of Work)     |
| <input checked="" type="checkbox"/> Agreement   | <input checked="" type="checkbox"/> Exhibit B (Rates for Payment) |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract  | _____ Other: _____  |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification, if required by law                      |   |
| <input checked="" type="checkbox"/> Sufficient Funds Declaration  |   |
| <input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B) |   |



ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Oakland Unified School District

CONTRACTOR:  
ER PLUMBING & CONSTRUCTION

850.44 6-9-2022  
\_\_\_\_\_  
Gary Yee, President, Board of Education Date

Dated: May 16, 2022

[Signature] 6-9-2022  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education Date

SIGNATURE: David Ball

[Signature] 5/17/2022  
\_\_\_\_\_  
Marc White, Director Date  
Buildings & Grounds Department

Print Name: DAVID BALL

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

Approved as to form: (limited)

[Signature] 5/17/22  
\_\_\_\_\_  
OUSD Facilities Legal Counsel Date

Information regarding Contractor:

- Type of Business Entity:
- Individual
  - Sole Proprietorship
  - Partnership
  - Limited Partnership
  - Corporation
  - Limited Liability Company
  - Other: \_\_\_\_\_

47-1834738  
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to

request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the specific price stated in its bid for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of Potential Work. However, to the extent that payment for the authorized Potential Work would exceed

the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7<sup>th</sup> day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the

Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15

U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**Sewer Line Camera Assessment Maintenance**

Generally, maintenance may not include repair work involving any facility, but may include repairs on some fixtures. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District’s governing board.

The scope of this agreement may consist of “Required Work” and “Potential Work.” “Required Work” is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. “Potential Work” is maintenance service that may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The maintenance services under the Contract include the following Required Work:

- Record video of all conditions of existing sewer laterals and mainline throughout the Skyline High School Campus. 3,752.2 feet of pipe on plans; and estimated 1,500-2,000 additional feet for portables and additions. Includes excavation to access the piping.
- Provide a detailed map of the entire system to include notes of conditions and potential future problems.



The maintenance services under the Contract include the following Potential Work:

- Install clean-outs for access where none are available.
- If necessary, use hydro jetting machines to clear obstacles and debris to allow good results of video recording.
- Any other Maintenance services related to sewer line camera assessment and within the description in the first paragraph above.

**EXHIBIT “B”**  
**RATES FOR PAYMENT**

**A. Required Work:** Lump sum of **Eighty Thousand dollars (\$80,000.00)** for the term of the contract.


**B. Potential Work:** (1) **\$200.00** per hour for all Potential Work (including tools, equipment, and materials), and (2) an additional **\$200** per hour for use of hydro jetting machine.

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**

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> ER Plumbing & Constr. (SAFE Amer CO)		<i>Federal ID # (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Ball		
<i>Date Executed</i> 09/04/2022	<i>Executed in</i> OAKLAND CA. Alameda Co.	

**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 # (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**SCHEDULE Z**

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

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

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

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

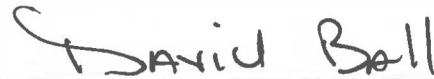
By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.



Signature of Authorized Representative

2346 E. 20<sup>th</sup> St OAK. CA.

Address



Type or Print Name

510

Area Code

388-0567

Phone

05/04/2022

Date

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

END OF DOCUMENT

**SUFFICIENT FUNDS DECLARATION**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Skyline High School Sewer Line Camera Assessment Maintenance

I, Darius Ball, declare that I am the President [insert title] of ER Plumb & Constr., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit ER Plumb & Constr. [insert name of entity] to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that ER Plumb & Constr. [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 May 4 2022 at 12:30pm [city], OAKLAND [state]. CA.

Date: 05/04/2022 Darius Ball  
Signature  
Print Name: Darius Ball  
Print Title: Pres.

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**

**FOR SERVICE CONTRACTS**  
(Education Code Section 45125.1)

Business entities entering into contracts with the Owner for school and classroom janitorial services, schoolsite administrative services, schoolsite grounds and landscape maintenance services, pupil transportation services, or schoolsite food-related services must comply with Education Code sections 45125.1. 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 submit your, and your employees', fingerprints pursuant to Education Code §45125.1(a).
2. You shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code §§45122.1 and 45125.1(f).
3. You shall certify in writing to the Owner that neither the employer or any of its employees who are required to submit fingerprints have been convicted of a felony as defined in Education Code §§ 45122.1 and 45125.1(f).

*[NOTE TO OWNER: Virtually all services create more than "limited contact" with students; however, if the owner has determined that the provider of services under this contract will only have limited contact (or will have no contact) with students, then please consult with legal counsel about whether to require this form.]*

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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 §45125.1(b).)

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

Dated: 05/04/2022

Name: David Ball

A handwritten signature in black ink, appearing to be 'D. M. R. M.', written over a horizontal line.

Signature

Title: Pres.

**Local Business Participation Form**

**[ATTACH FORM]**

*Don Sam 05/04/2022*



# AIA 310 - Bid Bond

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

ER Plumbing & Construction, Inc.

2346 East 20th Street Oakland, CA 94601

**OWNER:**

(Name, legal status and address)

Oakland Unified School District

1000 Broadway, Ste. 300 Oakland, CA 94607-4099

**BOND AMOUNT:** Ten percent of the base bid plus the total amount of all additive alternatives (10%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Skyline High School Sewer Line Camera Assessment Project

12250 Skyline Blvd, Oakland, CA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April, 2022.

ER Plumbing & Construction, Inc.

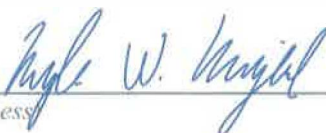


(Principal)

Pres / CEO

(Seal)

(Witness)



(Witness)

(Title)

Merchants Bonding Company (Mutual)



(Surety)

John E Rosenberg, Attorney-in-Fact

(Title)



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, John E Rosenberg; Kyle Koziol; Patricia A Marinucci

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of April, 2022.




*William Warner Jr.*  
Secretary

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Skyline High School  
 Project: Sewer Line Camera Assessment  
 Project #: 7006  
 Estimate: \$100,000

Date: Wednesday, May 4, 2022  
 Time: 2:00 P.M.  
 Project Mgr: Mark Griggs  
 Architect: N/A

Signature of Witness to Bid 

Signature of Bid Opener 

<b>Company:</b> ER Plumbing & Construction	Base Bid: \$100,000.00		<b>Required Day of Bid:</b>
Address: 2346 # 20th Street	Allowance:		Signed Bid Form <span style="float: right;">X</span>
City/State: Oakland, CA	<b>TOTAL:</b> \$100,000.00		Addendum Acknow.
Phone: 510-388-0567	Alternates:		Bid Bond <span style="float: right;">X</span>
Fax:			Non-Collusion <span style="float: right;">X</span>
			Iran Contracting Certification <span style="float: right;">N/A</span>
		<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification <span style="float: right;">N/A</span>
		1:40 PM                  5/4/2022	Contractor's Sub List <span style="float: right;">N/A</span>
			Debarment Suspension & Schd Z <span style="float: right;">X</span>
			Local Business <span style="float: right;">N/A</span>
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms <span style="float: right;">N/A</span>
		2:05 PM                  5/4/2022	

<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:		Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			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
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:		Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			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
		<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

<b>Company:</b>	Base Bid:		<b>Required Day of Bid:</b>
Address:	Allowance:		Signed Bid Form
City/State:	<b>TOTAL:</b>		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			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

**EXHIBIT "A"**

**BID FORM**

To: Governing Board of Oakland Unified School District ("District" or "Owner")

From: E R Plumbing & Construction  
(Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. 70006 for Skyline High School Sewer Line Camera Assessment maintenance services** ("Contract" and "Contract Documents").

For Required Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment of the lump sum of 90,000.<sup>00</sup> in full for its complete performance of the Required Work ("Required Work Price") over the 30 days of the Contract \_\_\_\_\_).

For Potential Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment during the term of the Contract at the following rates, quantities, hours, and price/unit, as applicable, all taxes included:

<b>A</b> <u>Estimated Potential Work</u>	<b>B</b> <u>Price Per Unit</u>	<b>C</b> <u>Estimated Units over Term of Contract</u>	<b>D</b> <u>Estimated Charges for Each Category</u>  (Multiply Column B × Column C)
<b>1. Potential Work:</b>	200. <sup>00</sup>	100. <sup>00</sup>	20,000. <sup>00</sup>

a. Potential Work as described in Exhibit A of the Agreement	\$200. <sup>00</sup> /hour (this rate is complete payment for this item of Potential Work, and covers all costs and profit for the Potential Work, including equipment, tools, and material costs[ except for material costs described below])	50	\$10,000. <sup>00</sup>
<b>2. Other:</b>	Sewer Video		\$0,000. <sup>00</sup>
a. Use of Hydro Jetting Machine	\$200. <sup>00</sup> /hr	50	\$10,000. <sup>00</sup>
	<b>TOTAL POTENTIAL WORK PRICE BASED ON ESTIMATED AMOUNT OF POTENTIAL WORK:</b>		Sum of all amounts in Column D above: \$100,000. <sup>00</sup> (One Hundred Thousand Dollars and NO Cents)

TOTAL BID CALCULATION:

Required Work		\$80,000. <sup>00</sup> (insert "Required Work Price" from above)
Potential Work	+	\$20,000. <sup>00</sup> (insert "Total Potential Work Price" from above)
<hr/>		
Total Bid		\$100,000. <sup>00</sup> (One hundred Thousand Dollars and NO Cents)

The above "Total Bid" shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related

{SR711891} OAKLAND UNIFIED SCHOOL DISTRICT INSTRUCTION TO BIDDERS/BID FORM

Skyline High School Sewer Line Camera Assessment Maintenance Services - \$100,000.00

to the Contract.

**Further Provisions:**

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into the Contract with the District in accordance with the Contract Documents. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.
2. The undersigned has notified the District in writing of any discrepancies or omissions that it noticed in the Contract Documents, and any doubts, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
No. ____ Dated _____	No. ____ Dated _____
<input checked="" type="checkbox"/> Or check here if <b>no</b> addenda were issued	

4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.
5. It is understood that the District reserves the right to reject this bid, and that the bid shall remain open to acceptance, and is irrevocable, for a period of ninety (90) days.
6. License:
  - Bidder acknowledges that it has the license required for performance of the services as stated in the Invitation to Bid.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 4<sup>th</sup> day of MAY 2022

Name of Bidder E R Plumbing & Constructions

Type of Organization Corporation

Signature 

Name David Ball

Title of Signer Pres.

Second Signature Required for Corporation (see above):

Signature 

Name Rachel Vivas

Title of Signer Secretary

Address of Bidder 2346 E. 20<sup>th</sup> St. OAKLAND, CA. 94601

DIR Registration No. of Bidder 1000043364

Taxpayer's Identification No. of Bidder 47-1834738

Telephone Number 510-388-0567

Fax Number \_\_\_\_\_

E-mail DBALL@ERConstruction.ORG Web page \_\_\_\_\_

Contractor's License No(s): No.: 1000384 Class: A C-42 Expiration Date: 01/30/23

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

{SR711891} OAKLAND UNIFIED SCHOOL DISTRICT INSTRUCTION TO BIDDERS/BID FORM

Skyline High School Sewer Line Camera Assessment Maintenance Services - \$100,000.00

Project No. 70006 - April 1, 2022

Page 10

No.: \_\_\_\_\_ Class: \_\_\_\_\_ ExpirationDate: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: ER Plumbing & Construction

President: David Ball

Secretary: Rachel Vivas

Treasurer: Rachel Vivas

Manager: David Ball

END OF DOCUMENT





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Skyline High School Sewer Line Camera Assessment Maintenance Services Project	<b>Site</b>	306
<b>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>			
<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		

### Contractor Information

<b>Contractor Name</b>	ER Plumbing & Construction	<b>Agency's Contact</b>	David Ball		
<b>OUSD Vendor ID #</b>	006328	<b>Title</b>	President		
<b>Street Address</b>	52 Sea Bridge Way	<b>City</b>	Alameda	<b>State</b>	CA
<b>Telephone</b>	510-388-0567	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	70006				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-09-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	8-9-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$100,000.00
<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
9914/9037	Fund 140, Deferred Maintenance	140-9914-0-9037-8500-6273-306-9880-9000-9999-99999	6273	\$100,000.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Building and Grounds</b>				
	<b>Signature</b>	<b>Date Approved</b>	5/17/2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lezano Smith, approved as to form (limited)	<b>Date Approved</b>	5/17/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	5/17/2022		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b> Gary Yee	<b>Date Approved</b>	6-9-2022		