

Board Office Use: Legislative File Info.	
File ID Number	12-1276
Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1413
Enactment Date	5-23-12 Y2



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 23, 2012

Subject Award of Bid - Summerhill Electric, Inc. - Lockwood CDC Fire Alarm Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution 1112-0262, Award of Bid and Construction Contract on behalf of the District for the Lockwood CDC Fire and Intrusion Alarm Project to Summerhill Electric, Inc., 5230 E. 12<sup>th</sup> Street, Oakland, CA 94601 in the amount of \$64,000.00, as the lowest responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute the Agreement for same with the successful bidder. The work will be conducted in one (1) phase. Contract Duration: 131 Calendar Days, commencing May 23, 2012, and ending on September 30, 2012.

**Background** The existing intrusion and fire alarm system is not per OUSD's current standard and needs to be replaced.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the



planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Authorize the President and Secretary of the Board to enter into and execute Resolution 1112-0262, Award of Bid and Construction Contract on behalf of the District for the Lockwood CDC Fire and Intrusion Alarm Project to Summerhill Electric, Inc., 5230 E. 12<sup>th</sup> Street, Oakland, CA 94601 in the amount of \$64,000.00, as the lowest responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute the Agreement for same with the successful bidder. The work will be conducted in one (1) phase. Contract Duration:131 Calendar Days, commencing May 23, 2012, and ending on September 30, 2012.

**Fiscal Impact**

Measure B

**Attachments**

- Award of Bid and Construction Contract including scope of work

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1112- 0262**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
LOCKWOOD CDC FIRE ALARM REPLACEMENT PROJECT**

**WHEREAS the DISTRICT** has heretofore requested bids for the replacement of the existing fire and intrusion alarm system, patching of existing ceiling tiles and paint patching of walls and ceiling for the Lockwood CDC Fire Alarm Replacement Project for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS** three (3) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
Summerhill Electric, Inc.	Oakland, CA	\$59,000.00
Dan Electric	San Leandro, CA	\$58,000.00
ABG Group	Concord, CA	\$50,000.00

and,

**WHEREAS** the lowest bidders were non-responsive and;

**WHEREAS** the responsive bidder has either met the goals for the participation of disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1112- 0262**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
LOCKWOOD CDC FIRE ALARM REPLACEMENT PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **SUMMERHILL ELECTRIC, INC.**, for the performance of the bid work, in the amount of **SIXTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$64,000.00)**, for Lockwood CDC Fire Alarm Replacement Project, be and is hereby accepted; all other bids are rejected, if any; and

**BE IT FURTHER RESOLVED** that the President and Secretary of the Board be and are hereby authorized to enter into and execute contract, subject to form and content approval by the General Counsel, with **SUMMERHILL ELECTRIC, INC.** for the performance of bid work.

Passed by the following vote:

**AYES:** David Kakishiba, Gary Yee, Christopher Dobbins, Noel Gallo  
Vice President Jumoke Hinton Hodge and President Jody London

**NOES:** Alice Spearman

**ABSTAINED:** None

**ABSENT:** None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 23, 2012.



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Edgar Rakestraw, Jr.  
Secretary, Board of Education

File ID Number: 12-1276  
Introduction Date: 5-23-12  
Enactment Number: 12-1413  
Enactment Date: 5-23-12  
By: ds

**DOCUMENT 00 52 13**  
(FORMERLY DOCUMENT 00530)

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **1st day of May, 2012**, by and between the Oakland Unified School District ("District" or "Owner") and **Summerhill Electric, Inc.** ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Lockwood CDC Fire Alarm Project**

PROJECT NO.: **07129**

("Project" or "Contract" or "Work");

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RESOLUTION NUMBER: **1112-0262**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) The Agreement;
  - (iii) The Special Conditions (if any);
  - (iv) Any Supplemental Conditions (if any);
  - (v) The General Conditions;
  - (vi) The remaining Division 0 documents;
  - (vii) The Division 1 Documents (Specifications – General Conditions);
  - (viii) The Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **One hundred thirty-one days (131)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All punch list and closeout must be completed by September 30, 2012.**
4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
- **Submittal of any item on approved Submittal Schedule: \$1,500.00** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
  - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type 793379 Class 10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the 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 Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Sixty thousand dollars and no cents  
\$60,000.00 (Base Contract Amount)

(\$ 4,000.00) (Contingency Allowance Amount)

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= Sixty-four thousand dollars and no cents

\$64,000.00 ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description. Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**15. Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.



IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: May 23, 2012

Dated: 5/7, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

Summerhill Electric Inc CONTRACTOR

By: Jody London

By: Louis Summerhill

Print Name: Jody London

Print Name: Louis Summerhill

Print Title: President, Board of Education

Print Title: President

By: Edgar Rakestraw, Jr.

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: Timothy E. White

Print Name: Timothy E. White

Print Title: Assistant Superintendent, Facilities, Planning and Management

Approved as to Form:

By: Cate Boskoff

Print Name: Cate Boskoff

Print Title: Special Facilities Counsel

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

File ID Number: 12-1276  
Introduction Date: 5-23-12  
Enactment Number: 12-1413  
Enactment Date: 5-23-12  
By: [Signature]

Bond: 724574P

\$1,920.00 premium is for contract term and is subject to adjustment based on final contract price.

**DOCUMENT 00 61 14**  
**(FORMERLY DOCUMENT 00610)**

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and Summerhill Electric, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Lockwood CDC - Fire & Intrusion Alarm Replacement - Project 07129 (Project Name)  
("Project" or "Contract")

which Contract dated April 4, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and Developers Surety and Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Sixty Four Thousand and No/100----- DOLLARS (\$ 64,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Lockwood Child Development Center**  
**Fire and Intrusion Alarm Replacement**  
**Project No. 07129**  
**February 15, 2012**

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**

2012 APR 26 P 2:35  
FACILITIES PLANNING AND MANAGEMENT

shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

\_\_\_\_\_  
Developers Surety and Indemnity Company

Attention: Claims Department

Telephone No.: ( 800 ) 782-1546

Fax No.: ( 949 ) 553-8143

E-mail Address: Claims@inscodico.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 11th day of April, 20 12.

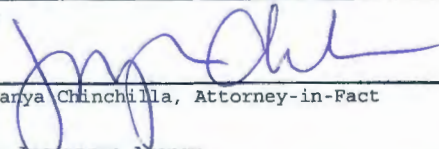
Summerhill Electric, Inc.

Principal

  
By

Developers Surety and Indemnity Company

Surety

By  Tanya Chinchilla, Attorney-in-Fact

Kosich Insurance Agency

Name of California Agent of Surety

17780 Fitch, Suite 200, Irvine, CA 92614

Address of California Agent of Surety

949-263-3300

Telephone Number of California Agent of Surety

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Lockwood Child Development Center  
Fire and Intrusion Alarm Replacement  
Project No. 07129  
February 15, 2012

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-2**

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On April 11, 2012 before me, Rita A. Alleaume, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Rita A. Alleaume  
Signature of Notary Public, Rita A. Alleaume

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

Signer's Name: Tanya Chinchilla

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
Developers Surety and Indemnity Company

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENT 00 61 15**  
(FORMERLY DOCUMENT 00620)

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

(Note: Bidders must use this form, NOT a surety company form.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Summerhill Electric, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Lockwood CDC.- Fire & Intrusion Alarm Replacement - Project 07129 (Project Name)  
(“Project” or “Contract”)

which Contract dated April 4, 2012, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Developers Surety and Indemnity Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Sixty Four Thousand and No/100----- Dollars (\$ 64,000.00 ), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
Lockwood Child Development Center  
Fire and Intrusion Alarm Replacement  
Project No. 07129  
February 15, 2012

PAYMENT BOND  
DOCUMENT 00 61 15 -1

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 11th day of April, 2012.

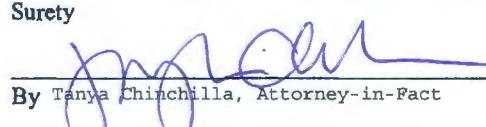
Summerhill Electric, Inc.

**Principal**

  
By \_\_\_\_\_

Developers Surety and Indemnity Company

**Surety**

  
By Tanya Chinchilla, Attorney-in-Fact

Kosich Insurance Agency

**Name of California Agent of Surety**

17780 Fitch, Suite 200, Irvine, CA 92614

**Address of California Agent of Surety**

949-263-3300

**Telephone Number of California Agent of Surety**

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**OAKLAND UNIFIED SCHOOL DISTRICT  
Lockwood Child Development Center  
Fire and Intrusion Alarm Replacement  
Project No. 07129  
February 15, 2012**

**PAYMENT BOND  
DOCUMENT 00 61 15 -2**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Contra Costa }

On April 11, 2012 before me, Rita A. Alleaume, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Rita A. Alleaume  
Signature of Notary Public, Rita A. Alleaume

**OPTIONAL**

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

**Description of Attached Document**

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

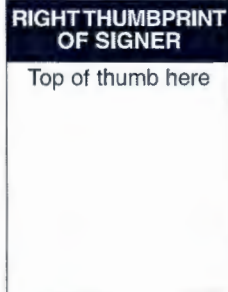
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Signer's Name: Tanya Chinchilla

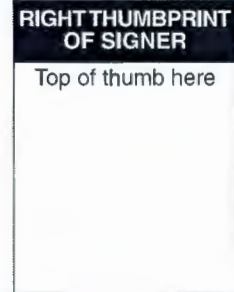
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Developers Surety and Indemnity Company

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

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

**\*\*\*Stephen G. Roddie, Robin S. Westfall, Tanya Chinchilla, jointly or severally\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *Stephen T. Pate*  
Stephen T. Pate, Senior Vice President

By: *Charles L. Day*  
Charles L. Day, Assistant Secretary



State of California  
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.  
Signature *Jenny TT Nguyen*  
Jenny TT Nguyen

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 11th day of April, 2012.

By: *Albert Hillebrand*  
Albert Hillebrand, Assistant Secretary

# SUMMERHILL ELECTRIC, Inc.

5230 E-12<sup>th</sup> Street Oakland, CA 94601

(510) 536-1685 / FAX (510) 534-7167

E-mail @ summerhillelectricinc@yahoo.com

Certified: Small Local Business Enterprise, City of Oakland - # - 3657

Certified: Small Local Resident Business Enterprise - # - 1001

Contractors License - # - 793376

April 10, 2012

To: Oakland Unified School District  
Department of Facilities Planning & Management  
955 High Street  
Oakland, CA. 9460

Attn: John Esposito

Re: Lockwood CDC Fire & Intrusion Alarm Project  
6701 Internal Blvd. Oakland, CA

Project - # - 07129

Good Afternoon John

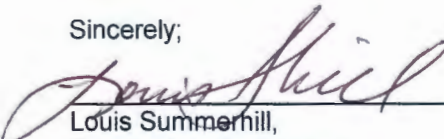
Enclosed at are all documents with the exception of the following.

- a. Agreement / Contract.
- b. Performance Bond
- c. Payment Bond

Insurance Broker is work with Bonding Company trying to get Bond's issued without Contract in place. Once we received Bond's, I will drop off at your Office. If there is any additional paperwork, we missed, please advise us as soon as possible.

Thanks

Sincerely,

  
Louis Summerhill,  
Summerhill Electric, Inc.

*president*  
\_\_\_\_\_  
President

*4/10/2012*  
\_\_\_\_\_  
Date

FACILITIES PLANNING  
AND MANAGEMENT  
2012 APR 11 A 10:23

OAKLAND UNIFIED SCHOOL DISTRICT  
Department of Facilities Planning & Management

PROJECT MANAGER'S CHECK LIST

ITEMS THAT NEED TO BE SUBMITTED BY THE CONTRACTOR  
WITHIN SEVEN (7) DAYS OF ISSUEANCE OF THE NOTICE OF INTENT TO AWARD

Project Name: LOCKWOOD CDC  
Project No.: 07129  
Project Manager: John Esposito

SECTION I. ITEMS TO BE SUBMITTED WITHIN SEVEN DAYS OF NOTICE OF INTENT TO AWARD  
FOR BOARD APPROVAL

- Agreement (4 copies signed by contractor)
- Performance Bond (100%)
- Payment Bond (100%)
- Insurance Certificates
- Escrow of Bid Documents to Juanita White
- Workers' Compensation Certification.
- Prevailing Wage and Related Labor Requirements Certification.
- Disabled Veterans' Business Enterprise Participation Certification.
- Drug-Free Workplace Certification.
- Smoke-Free Environment Certification.
- Hazardous Materials Certification.
- Lead-Based Paint Certification.
- Imported Materials Certification.
- Criminal Background Investigation/Fingerprinting Certification.
- Contractor's Safety Plan specifically adapted for the Project.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/12

PRODUCER **925-284-3911**  
**Kosich & Callahan**  
 3435 Mt. Diablo Blvd. Ste. 300  
 Lafayette, CA 94549  
 Kosich Insurance Agency, Inc.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Summerhill Electric, Inc.**  
 5230 E 12th Street  
 Oakland, CA 94601

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Travelers Property Casualty Co</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6801244B831	03/08/12	11/24/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1500P118	11/24/11	11/24/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: **Lockwood CDC Project**  
 Certificate holder is named as additional insured per form CGD2480805 attached. \*10 day notice of cancellation applies if cancelled for non-payment of premium.

#### CERTIFICATE HOLDER

Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601

OAKLA-7

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Named Insured: Summerhill Electric, Inc.  
Policy Number: 6801244B831

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders; or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CG D2 48 08 05



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-09-2012

GROUP: 000624  
 POLICY NUMBER: 0000238-2011  
 CERTIFICATE ID: 63  
 CERTIFICATE EXPIRES: 12-31-2012  
 12-31-2011/12-31-2012

OAKLAND UNIFIED SCHOOL DISTRICT  
 JOHN ESPOSITO  
 955 HIGH ST  
 OAKLAND CA 94601-4404

NB

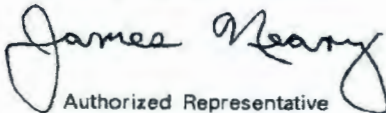
JOB: LOCKWOOD CDC #07129  
 6701 INTERNATIONAL BLVD.  
 OAKLAND

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 Authorized Representative

  
 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-04-03 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - LOUIS SUMMERHILL PRES - EXCLUDED.

ENDORSEMENT #1600 - THERESA SUMMERHILL SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SUMMERHILL ELECTRIC INC.  
 5230 E 12TH ST  
 OAKLAND CA 94601

NB

[PGD,CN]

PRINTED : 04-09-2012





P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-09-2012

GROUP: 000824  
 POLICY NUMBER: 0000238-2011  
 CERTIFICATE ID: 63  
 CERTIFICATE EXPIRES: 12-31-2012  
 12-31-2011/12-31-2012

OAKLAND UNIFIED SCHOOL DISTRICT  
 JOHN ESPOSITO  
 955 HIGH ST  
 OAKLAND CA 94601-4404

NB

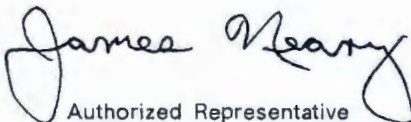
JOB: LOCKWOOD CDC #07129  
 6701 INTERNATIONAL BLVD.  
 OAKLAND

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 Authorized Representative

  
 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-04-03 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - LOUIS SUMMERHILL PRES - EXCLUDED.

ENDORSEMENT #1600 - THERESA SUMMERHILL SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-1999 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SUMMERHILL ELECTRIC INC.  
 5230 E 12TH ST  
 OAKLAND CA 94601

NB

[PGD,CN]

PRINTED : 04-09-2012

DOCUMENT 00 45 26  
(FORMERLY DOCUMENT 00905)

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between the Oakland Unified School District (the "District" or the "Owner") and Summerhill Electric Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:

4/9/2012

Proper Name of Bidder:

Summerhill Electric Inc.

Signature:

Louis Summerhill

Print Name:

Louis Summerhill

Title:

President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 50  
(FORMERLY DOCUMENT 00910)

PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
(the "District" or the "Owner") and Summerhill Electric Inc. (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program, if in use on this Project.

Date: 1/9/2012

Proper Name of Bidder: Summerhill Electric Inc.

Signature: Louis Summerhill

Print Name: Louis Summerhill

Title: President

END OF DOCUMENT

DISABLED VETERAN BUSINESS ENTERPRISE  
PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
(the "District") and Summerhill Electric Inc. (the "Contractor" or the  
"Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b. Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i. The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
    - ii. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

**DVBE PARTICIPATION REPORT**

Contractor Name: Summerhill Electric Inc Date: 4/9/2012  
 Project Name: Lockwood CDC Project Number: 07129

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Brown's Electric	Material Supplier	\$1920.00
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES   ✓   NO           

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price..

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

Date: 4/9/2012  
 Proper Name of Bidder: Summerhill Electric Inc.  
 Signature: Louis Summerhill  
 Print Name: Louis Summerhill  
 Title: President

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
(the "District" or the "Owner") and SUMMERHILL ELECTRIC INC (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 4/9/2012

Proper Name of Bidder: Summerhill Electric Inc.

Signature: Louis Summerhill

Print Name: Louis Summerhill

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65  
(FORMERLY DOCUMENT 00920)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
(the "District" or the "Owner") and Summerhill Electric Inc (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 4/9/2012

Proper Name of Bidder: Summerhill Electric Inc.

Signature: *Louis Summerhill*

Print Name: Louis Summerhill

Title: President

END OF DOCUMENT



HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
("District" or "Owner") and Sumnerhill Electric Inc  
("Contractor" or "Bidder") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

4/9/2012

Proper Name of Bidder:

Sumnerhill Electric Inc

Signature:

Louis Sumnerhill

Print Name:

Louis Sumnerhill

Title:

President

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
("District" or "Owner") and Summerhill Electric Inc. ("Contractor" or  
"Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Lockwood Child Development Center**  
**Fire and Intrusion Alarm Replacement**  
**Project No. 07129**  
**February 15, 2012**

**LEAD-BASED CERTIFICATION**  
**DOCUMENT 00 45 75-1**

to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Lockwood Child Development Center  
Fire and Intrusion Alarm Replacement  
Project No. 07129  
February 15, 2012**

**LEAD-BASED CERTIFICATION  
DOCUMENT 00 45 75-2**

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: 4/9/2012

Proper Name of Bidder: Summerhill Electric Inc.

Signature: *Louis Summerhill*

Print Name: Louis Summerhill

Title: president

END OF DOCUMENT

DOCUMENT 00 45 80  
(FORMERLY DOCUMENT 00935)

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 07129 between Oakland Unified School District  
("District" or "Owner") and Sumnerhill Electric Inc. ("Contractor" or  
"Bidder") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:  Delivery Firm/Transporter  Supplier  Manufacturer  
 Wholesaler  Broker  Retailer  
 Distributor  Other \_\_\_\_\_

Type of Entity:  Corporation  General Partnership  
 Limited Partnership  Limited Liability Company  
 Sole Proprietorship  Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 4/9/2012

Proper Name of Bidder: Sumnerhill Electric Inc.

Signature: [Handwritten Signature]

Print Name: Louis Sumnerhill

Title: President

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT CONTRACT NO.: 07129 between the Oakland Unified School District ("District") and Summerhill Electric Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

1. **Education Code.** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

----- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Louis Summerhill Title: president

----- The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I am a representative of the Contractor and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 4/9/2012

Proper Name of Contractor: Summerhill Electric Inc.

Signature: Louis Summerhill

Print Name: Louis Summerhill

Title: president

END OF DOCUMENT

## ***INJURY AND ILLNESS PREVENTION MODEL PROGRAM FOR HIGH HAZARD EMPLOYERS***

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program and a copy must be maintained at each workplace or at a central work site if the employer has non-fixed work sites. The requirements for establishing, implementing and maintaining an effective written injury and illness prevention program are contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

This model program has been prepared for use by employers in industries which have been determined by Cal/OSHA to be high hazard. You are not required to use this program. This model program was written for a broad spectrum of employers and it may not match your establishment's exact needs. However, it does provide the essential framework required for an Injury and Illness

### **Prevention Program.**

Proper use of this model program requires the IIP Program administrator for your establishment to carefully review the requirements for each of the eight IIP Program elements found in this model program, fill in the appropriate blank spaces and check those items that are applicable to your workplace. The recordkeeping section requires that the IIP Program administrator select and implement the category appropriate for your establishment. Sample forms for hazard assessment and correction, accident/exposure investigation, and employee training and instruction are provided with this model program.

This model program must be maintained by the employer in order to be effective.

# ***INJURY AND ILLNESS PREVENTION PROGRAM***

## **RESPONSIBILITY**

The Injury and Illness Prevention Program (IIP Program) administrator,

Louis Summerhill

Program Administrator

has the authority and responsibility for implementing the provisions of this program for

Oakland Unified School District, Lockwood CDC Fire & Intrusion Alarm Installation Project

# 07129

Establishment Name

All managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from each manager and supervisor.

## **COMPLIANCE**

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all employees comply with the rules and maintain a safe work environment include:

1. Informing employees of the provisions of our IIP Program;
2. Evaluating the safety performance of all employees;
3. Recognizing employees who perform safe and healthful work practices;
4. Providing training to employees whose safety performance is deficient;
5. Disciplining employees for failure to comply with safe and healthful work practices; and
6. The following practices: No employee shall be allowed to work on any jobsite until they have received an appropriate New Employee Orientation, as outlined in the IIPP.



## COMMUNICATION

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New employee orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program.
- Workplace safety and health training programs.
- Regularly scheduled safety meetings.
- Effective communication of safety and health concerns between employees and supervisors, including translation where appropriate.
- Posted or distributed safety information.
- A system for employees to anonymously inform management about workplace hazards.
- Our establishment has less than ten employees and communicates with and instructs employees orally about general safe work practices and with respect to hazards unique to each employee's job assignment.
- A labor/management safety and health committee that meets regularly, prepares written records of the safety and health committees meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions, and submits recommendations to assist in the evaluation of employee safety suggestion.
- Other:

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## HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by the following competent observer(s) in the following areas of our workplace:

Competent Observer	Area
-----	-----
Louis Summerhill	/ Lockwood - CDC
Louis Summerhill	Lockwood - CDC
-----	-----
-----	-----
-----	-----
-----	-----

Periodic inspections are performed according to the following schedule:

1. Weekly;  
Frequency (Daily, weekly, monthly, etc.)
2. When we initially established our IIP Program;
3. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
4. When new, previously unidentified hazards are recognized;
5. When occupational injuries and illnesses occur;
6. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
7. Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

## ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible;
2. Interviewing injured workers and witnesses;
3. Examining the workplace for factors associated with the accident/exposure;
4. Determining the cause of the accident/exposure;
5. Taking corrective action to prevent the accident/exposure from recurring; and
6. Recording the findings and corrective actions taken.

## **HAZARD CORRECTION**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered;
2. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection; and
3. All such actions taken and dates they are completed shall be documented on the appropriate forms.

## **TRAINING AND INSTRUCTION**

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIP Program is first established;
2. To all new employees, except for those in construction who are provided training through a Cal/OSHA approved construction industry occupational safety and health training program;
3. To all employees given new job assignments for which training has not been previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all employees with respect to hazards specific to each employee's job assignment.

Workplace safety and health training practices for all industries include, but are not limited to, the following:

1. Explanation of the employer's IIP Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, and injuries.
2. Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
3. Information about chemical hazards to which employees could be exposed and other hazard communication program information.
4. Availability of toilet, hand-washing and drinking water facilities.
5. Provisions for medical services and first aid including emergency procedures.

In addition, we provide specific instructions to all employees regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

## **RECORDKEEPING**

We have checked one of the following categories as our recordkeeping policy.

- Category 1. Our establishment is on a designated high hazard industry list. We have taken the following steps to implement and maintain our IIP Program:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form; and

2. Documentation of safety and health training for each employee, including the employee's name or other identifier, training dates, type(s) of training, and training providers. are recorded on an employee training and instruction form. We also include the records relating to employee training provided by a construction industry occupational safety and health training program approved by Cal/OSHA.

Inspection records and training documentation will be maintained according to the following checked schedule:

- For one year, except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment; or
  - Since we have less than ten workers, including managers and supervisors, we maintain inspection records only until the hazard is corrected and only maintain a log of instructions to employees with respect to employee job assignments when they are first hired or assigned new duties.
- Category 2. We are a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and therefore are not required to keep written records of the steps taken to implement and maintain our IIP Program.

## ***LIST OF TRAINING SUBJECTS***

We train our workers about the following checked training subjects:

- The employer's Code of Safe Practices.
  - Confined spaces.
  - Safe practices for operating any agricultural equipment.
  - Good housekeeping, fire prevention, safe practices for operating any construction equipment.
  - Safe procedures for cleaning, repairing, servicing and adjusting equipment and machinery.
  - Safe access to working areas.
  - Protection from falls.
  - Electrical hazards, including working around high voltage lines.
  - Crane operations.
  - Trenching and excavation work.
  - Proper use of powered tools.
  - Guarding of belts and pulleys, gears and sprockets, and conveyor nip points.
  - Machine, machine parts, and prime movers guarding.
  - Lock-out/tag-out procedures.
  - Materials handling.
  - Chainsaw and other power tool operation.
  - Tree falling/bucking procedures and precautions, including procedures for recognizing and working with hazard trees, snags, lodged trees, and unsafe weather conditions.
  - Yarding operations, including skidding, running lines, unstable logs, rigging and communication.
  - Landing and loading areas, including release of rigging, landing layout, moving vehicles and equipment, and log truck locating, loading and wrapping.
  - Fall protection from elevated locations.
  - Use of elevated platforms, including condors and scissor lifts.
  - Safe use of explosives.
  - Driver safety.
  - Slips, falls, and back injuries.
  - Ergonomic hazards, including proper lifting techniques and working on ladders or in a stooped posture for prolonged periods at one time.
  - Personal protective equipment.
  - Respiratory Equipment.
  - Hazardous chemical exposures.
  - Hazard communication.
  - Physical hazards, such as heat/cold stress, noise, and ionizing and non-ionizing radiation.
  - Laboratory safety.
  - Bloodborne pathogens and other biological hazards.
  - Other job-specific hazards, such as
- 
- 
-

District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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 28 day of MARCH 20 12  
Name of Bidder Summerhill Electric Inc.  
Type of Organization Electrical Contractor  
Signed by Louis Summerhill  
Title of Signer President  
Address of Bidder 5230 E-12th St Oakland CA 94601  
Taxpayer's Identification No. of Bidder 94-3384424  
Telephone Number 510-530-1685  
Fax Number 510-534-7167  
E-mail SummerhillElectricInc@YAHOO.COM Web page \_\_\_\_\_  
Contractor's License No(s): No.: 793376 Class: 10 Expiration Date: 4/30/2013  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Summerhill Electric Inc.  
President: Louis Summerhill  
Secretary: Teresa Summerhill  
Treasurer: Teresa Summerhill  
Manager: \_\_\_\_\_

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: Summerhill Electric Inc.  
 Project: LOCALWOOD CPC  
 Project #: 07129  
 Estimate: 40,000.00

Bid Opening Date: 3/29/2012  
 Time: 2:00 PM  
 Project Mgr: JOHN ESPOSITO  
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
	\$ <u>60,000.00</u>	Note: Please complete dollar amounts for sub/prime work; local business percentages: base bid			
PRIME Company: <u>Summerhill Electric</u> Address: <u>5230 E-12th ST</u> City/State: <u>OAKLAND, CA</u> Phone: <u>510-336-1685</u>	\$ <u>28,000.00</u>			<u>46%</u>	<u>3657</u>
Company: <u>PAC Integration S</u> Address: <u>5651 Commercial Circle Ste 610</u> City/State: <u>RONCONDO, CA 94520</u> Phone: <u>925-687-7233</u>	\$ <u>23,000.00</u>				
Company: <u>AMERICAN EMPEROR</u> Address: <u>119 10th ST.</u> City/State: <u>OAKLAND, CA</u> Phone: <u>510-251-1234</u>	\$ <u>5,000.-</u>	<u>8%</u>			<u>1736</u>
Company: <u>Wesley Const INC.</u> Address: <u>6114 LA SALLE AVE #126</u> City/State: <u>OAKLAND CA</u> Phone: <u>510-708-3043</u>	\$ <u>4,000.00</u>		<u>6%</u>		<u>7206</u>
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>		<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

DOCUMENT 00 41 13

BID FORM

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

From: Dan Electric  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Lockwood CDC Fire and Intrusion Alarm Replacement

PROJECT NO.: 07129

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

Base Bid Amount:	\$ <u>54,500</u>
Contingency Allowance Amount:	\$ <u>4,000.00</u>
Total Bid Amount:	\$ <u>58,500</u>

\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.



Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
------------------------

Additive/Deductive Alternates:

Alternate #2

_____ dollars \$ _____
------------------------

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Unit Price(s). The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

_____ Allowance: Allowance to _____	\$ <u>1,000</u> (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. 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.
8. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3-20-2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a B or C-10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
- ~~13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the

District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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 28<sup>th</sup> day of March, 2012

Name of Bidder Dan Electric

Type of Organization sole proprietorship

Signed by Rayo Mickovich

Title of Signer Owner

Address of Bidder 2990 Teagarden St. San Leandro, CA 94577

Taxpayer's Identification No. of Bidder 94-3385682

Telephone Number 510 351 7100

Fax Number 510 351 3200

E-mail danelectric@comcast.net Web page \_\_\_\_\_

Contractor's License No(s): No.: 786781 Class: B Expiration Date: 10-31-2012

No.: 786739 Class: C-10 Expiration Date: 10-31-2012

No.: 786761 Class: C-7 Expiration Date: 10-31-2012

If Bidder is a corporation, provide the following:

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: *Dan Electric*  
 Project: *Lockwood CDC Fire and Intrusion Alarm Replacement*  
 Project #: *07129*  
 Estimate:

Bid Opening Date: *3-29*  
 Time: *2 pm*  
 Project Mgr: *John Esposito*  
 Architect:

Base Bid Dollar Amount	\$54,500	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: <i>Dan Electric</i> Address: <i>2490 Teagarden St.</i> City/State: <i>San Leandro, CA</i> Phone: <i>510 351 7100</i>	\$	/	/	/	/
Company: <i>Central Coast Systems</i> Address: <i>312 Kings St.</i> City/State: <i>Salinas, CA</i> Phone: <i>831 / 758 2037</i>	\$	/	/	/	/
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Lockwood Child Development  
Project: Fire Alarm & Intrusion  
Project #: 07129  
Estimate: \$40,000

Date: Thursday, March 29, 2012  
Time: 2:00 PM  
Project Mgr: John Esposito  
Architect: AON

Signature of Witness to Bid: *Joanne Alvarez* Signature of Bid Opener: *[Signature]*

<b>Company:</b>	ABG Group	<b>Base Bid:</b>	\$46,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2055 Sierra Rd #59	<b>Allowance:</b>	\$ 4,000.00	Signed Bid Form	X
<b>City/State:</b>	Concord, CA	<b>TOTAL:</b>	\$ 50,000.00	Addendum Acknow.	X
<b>Phone:</b>	925-348-9292	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	925-566-6482			Non-Collusion	X
	<b>NONRESPONSIVE</b>			Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		11:17 AM	3/29/2012	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/29/2012	Local Business Participation Form	
				DVBE Forms	
<b>Company:</b>	Dan Electric	<b>Base Bid:</b>	\$54,500	<b>Required Day of Bid:</b>	
<b>Address:</b>	2990 Teagraden Street	<b>Allowance:</b>	\$4,000	Signed Bid Form	X
<b>City/State:</b>	San Leandro, CA	<b>TOTAL:</b>	\$58,500.00	Addendum Acknow.	X
<b>Phone:</b>	510-351-7100	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-351-3200			Non-Collusion	X
	<b>NON-RESPONSIVE</b>			Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:43 PM	3/29/2012	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/29/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	Summerhill Electric	<b>Base Bid:</b>	\$60,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	5230 E12th Street	<b>Allowance:</b>	\$4,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$64,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-536-1685	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	510-534-7167			Non-Collusion	X
				Long Form Pre-Q	X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	X
		1:27 PM	3/29/2012	Contractor's Sub List	X
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
		2:15 PM	3/29/2012	Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>		Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
				Long Form Pre-Q	
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification	
			3/29/2012	Contractor's Sub List	
		<b>Time Opened</b>	<b>Date Opened</b>	<b>Required Doc's within 24 hrs</b>	
			3/29/2012	Local Business Participation Form	
				DVBE Forms	

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **Summerhill Electric**  
 Project: Lockwood CDC Fire Alarm and Intrusion Alarm Replacement  
 Project #: 07129  
 Estimate: \$40,000.00

Date: March 29, 2012  
 Time: 2:00 pm  
 Project Mgr: John Esposito  
 Architect: AON

<b>Based Bid</b>		\$	<b>60,000.00</b>
<b>Verified Local Business Participation</b>	<b>5.0%</b>	\$	<b>3,000.00</b>
<b>Based Bid W/ LBP Discount</b>		\$	<b>57,000.00</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Summerhill Electric</b>				1
Address: 5230 E. 12th Street			46.67%	2
City/State: Oakland, CA				3
Phone: 510.536.1685				4
<b>Company: Wesley Construction Inc.</b>				1
Address: 6114 La Salle Avenue #126				2
City/State: Oakland, CA		8.33%		3
Phone: 510.708.3043				4
<b>Company: American Emperor</b>				1
Address: 119 10th Street				2
City/State: Oakland, CA	6.67%			3
Phone: 510.251.1234				4
<b>TOTAL PARTICIPATION</b>	6.67%	8.33%	46.67%	
				<b>61.67%</b>
				<b>61.7%</b>

APPROVAL- LBU Compliance Officer \_\_\_\_\_

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **ABG Group**  
 Project: Lockwood CDC Fire Alarm and Intrusion Alarm Replacement  
 Project #: 07129  
 Estimate: \$40,000.00

Date: March 29, 2012  
 Time: 2:00 pm  
 Project Mgr: John Esposito  
 Architect: AON

**Based Bid** \$ **46,000.00**

**Verified Local Business Participation** 0.0% \$ -

**Based Bid W/ LBP Discount** \$ **46,000.00** NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
<b>Company: ABG Group</b>				1
Address: 2055 Sierra Rd #59				2
City/State: Concord, CA				3
Phone: 925.348.9292				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
<b>TOTAL PARTICIPATION</b>	0.0%	0.00%	0.0%	<b>0.0%</b>

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **Dan Electric**  
 Project: Lockwood CDC Fire Alarm and Intrusion Alarm Replacement  
 Project #: 07129  
 Estimate: \$40,000.00

Date: March 29, 2012  
 Time: 2:00 pm  
 Project Mgr: John Esposito  
 Architect: AON

<b>Based Bid</b>		\$	<b>54,500.00</b>	
<b>Verified Local Business Participation</b>	<b>0.0%</b>	\$	-	
<b>Based Bid W/ LBP Discount</b>		\$	<b>54,500.00</b>	<b>NON-RESPONSIVE</b>

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Dan Electric</b>				1
Address: 2990 Teagarden Street				2
City/State: San Leandro, CA				3
Phone: 510.351.7100				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
<b>Company:</b>				1
Address:				2
City/State: Oakland, CA				3
Phone:				4
<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>



DOCUMENT 00 41 13

BID FORM

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

From: ABG GROUP  
(Proper Name of Bidder)

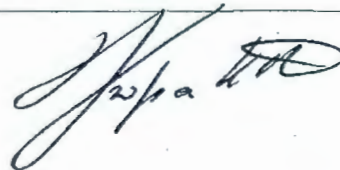
The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Lockwood CDC Fire and Intrusion Alarm Replacement

PROJECT NO.: 07129

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

Base Bid Amount:	\$ 46,000.00
Contingency Allowance Amount:	\$ 4,000.00
Total Bid Amount:	\$ 50,000.00



\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

Five Hundred	dollars	\$ 500.00
--------------	---------	-----------

Additive/Deductive Alternates:

Alternate #2

Five Hundred	dollars	\$ 500.00
--------------	---------	-----------

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Unit Price(s). The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

NOT USED.

2. Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance: Allowance to	\$ (TBD)
NOT USED.	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

7. 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.

8. The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Site-Visit Certification, if a site visit was required.
- The Noncollusion Affidavit

9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>March 20, 2012</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

10. Bidder acknowledges that the license required for performance of the Work is a B OR C10 license.

11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.

13. Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the

District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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 29 day of March 20 12

Name of Bidder ABG GROUP

Type of Organization Corporation

Signed by Aliaksandr Karsakou

Title of Signer CEO

Address of Bidder 2055 Sierra Rd #59, Concord, CA 94518

Taxpayer's Identification No. of Bidder 26-2465981

Telephone Number (925) 348-9292

Fax Number (925) 566-6482

E-mail akar@abgggroup.org Web page www.abgggroup.org

Contractor's License No(s): No.: 932855 Class: B Expiration Date: 05/31/2012

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

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

If Bidder is a corporation, provide the following:

Name of Corporation: ABG GROUP

President: Aliaksandr Karsakou

Secretary: Olesya Karsakou

Treasurer: Aliaksandr Karsakou

Manager: Aliaksandr Karsakou

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

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

From: Summerhill Electric Inc.  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Lockwood CDC Fire and Intrusion Alarm Replacement

PROJECT NO.: 07129

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

Base Bid Amount:	\$ <u>60,000.00</u>
Contingency Allowance Amount:	\$ <u>4,000.00</u>
Total Bid Amount:	\$ <u>64,000.00</u>

\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
------------------------

Additive/Deductive Alternates:

Alternate #2

_____ dollars \$ _____
------------------------

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

**NOT USED.**

2. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

_____ Allowance: Allowance to _____	\$ _____ (TBD)
<b>NOT USED.</b>	

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.



# AWARD OF BID CONTRACT ROUTING FORM

## Project Information

Project Name	Lockwood CDC Fire Alarm Replacement	Site	Lockwood CDC
--------------	-------------------------------------	------	--------------

## Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

## Contractor Information

Contractor Name	Summerhill Electric, Inc.	Agency's Contact	Louis Summerhill
OUSD Vendor ID #	F022802	Title	President
Street Address	5230 E. 12 <sup>th</sup> Street	City	Oakland
Telephone	510-536-1685	State	CA
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes x No	
OUSD Project #	07129	Policy Expires	11-29-2012
		Zip	94601

## Term

Date Work Will Begin	5-23-2012	Date Work Will End By (not more than 5 years from start date)	9-30-2012
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## Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$64,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

## Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	8239901890	6271	\$64,000.00

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

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

	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager		Signature		Date Approved	5-7-12
2.	General Counsel, Department of Facilities Planning and Management		Signature		Date Approved	5-8-12
3.	Assistant Superintendent, Facilities Planning and Management		Signature		Date Approved	
	President, Board of Education		Signature		Date Approved	
4.			Signature		Date Approved	