

Board Office Use: Legislative File Info.	
File ID Number	15- 0863
Introduction Date	5-27-2015
Enactment Number	15-0698
Enactment Date	5/27/15 OAS



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer MST
 Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 27, 2015

Subject Award of Bid - Summerhill Electric - Various Sites Prop 39 Energy Efficiency Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1110, Award of Bid and Construction Contract on behalf of the District for the Various Sites Prop 39 Energy Efficiency Project to SUMMERHILL ELECTRIC, 5230 East 12th Street, Oakland, CA 94601 in the amount of \$86,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: One hundred fifty-seven (157) days Calendar Days, commencing May 27, 2015, and ending on October 30, 2015.

Background Per the California Clean Energy Jobs Act, aka, Prop 39, OUSD is implementing various energy efficiency measures at various sites. This Summer 2015 scope of work is the first measure to be carried out.

Discussion The scope of the project includes Howard, Kasier and Peralta Elementary Schools: Implementation of a lighting controls energy efficiency project including the installation of occupancy sensors, day lighting controls and exterior bi-level LED fixtures. Portions of the scope of work will require the demolition of existing fixtures and wire mold installation.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1415-1110, Award of Bid and Construction Contract on behalf of the District for the Various Sites Prop 39 Energy Efficiency Project to SUMMERHILL ELECTRIC, 5230 East 12th Street, Oakland, CA 94601 in the amount of \$86,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: One hundred fifty-seven (157) days Calendar Days, commencing May 27, 2015, and ending on October 30, 2015.

Fiscal Impact

Measure J and Fund 40

Attachments

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds



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

RESOLUTION NO. 1415-1110

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS SITES PROP 39 ENERGY EFFICIENCY PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes Howard, Kasier and Peralta Elementary Schools: Implementation of a lighting controls energy efficiency project including the installation of occupancy sensors, daylighting controls and exterior bi-level LED fixtures. Portions of the scope of work will require the demolition of existing fixtures and wire molds installation for the Oakland Unified School District of Alameda County, California; and;

WHEREAS two (2) bids were provide via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
Summerhill Electric	Oakland, CA	\$86,000.00
AEKO Consulting	Oakland, CA	\$92,700.00

and,

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and 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. 1415-1110

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
VARIOUS SITES PROP 39 ENERGY EFFICIENCY PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **SUMMERHILL ELECTRIC**, for the performance of the bid work, in the amount of **EIGHTY-SIX THOUSAND DOLLARS AND NO CENTS (\$86,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

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

Passed by the following vote:

AYES: Roseann Torres, Jumoke Hinton Hodge, Nina Senn, Aimee Eng, Shanthi Gonzales, Vice President Jody London, President James Harris

NOES: None

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 27, 2015.

Antwan Wilson, Superintendent and Secretary, Board of Education

File ID Number: 15-0863
Introduction Date: 5/27/15
Enactment Number: 15-0698
Enactment Date: 5/27/15
By: AW

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1st day of April, 2015, by and between the Oakland Unified School District ("District" or "Owner") and Summerhill Electric ("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: Various Sites Prop 39 Energy Efficiency Project

PROJECT NO.: 13148

RESOLUTION NUMBER: 1415-1110

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 seventy-one days (171) 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 work must be completed by October 30, 2015.**

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"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - 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 **Class 10-793376**. 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:

Seventy-eight thousand, two hundred dollars and no cents

(\$78,200.00), (Base Contract Amount)

+

Seven thousand, eight hundred dollars and no cents

(\$7,800.00), (Contingency Allowance Amount)

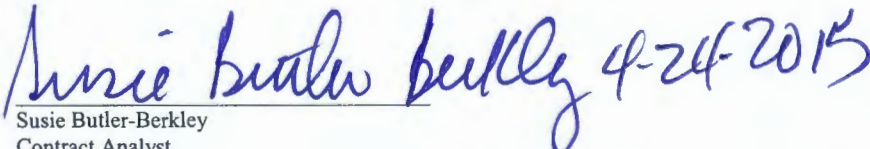
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Eight six thousand dollar and no cents

(\$86,000.00), ("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.

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


Susie Butler-Berkley
Contract Analyst

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

Dated: _____, 20__

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

Print Name: James Harris

Print Title: President, Board of Education

By: _____

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: *Revised* _____ *3/1/15*

Print Name: Lance Jackson

Print Title: Interim Deputy Chief
Facilities, Planning and Management

Approved as to Form:

By: _____

Print Name: Catherine 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

Dated: 4/8, 2015

Summerhill Electric INC CONTRACTOR

By: _____

Print Name: Louis Summerhill

Print Title: Louis Summerhill - president



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-07-2015

GROUP: 000825
 POLICY NUMBER: 0510077-2014
 CERTIFICATE ID: 13
 CERTIFICATE EXPIRES: 12-31-2015
 12-31-2014/12-31-2015

OAKLAND UNIFIED SCHOOL DISTRICT
 KENYA CHAPMAN
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB: #13148 HOWARD ELEMENTARY SCHOOL
 8755 FONTAINE ST
 OAKLAND
 CA 94605

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 2014-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL, LOUIS PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, THERESA SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[ENH,CS]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-07-2015

GROUP: 000825
 POLICY NUMBER: 0510077-2014
 CERTIFICATE ID: 12
 CERTIFICATE EXPIRES: 12-31-2015
 12-31-2014/12-31-2015

OAKLAND UNIFIED SCHOOL DISTRICT
 KENYA CHAPMAN
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB: #13148 PERALTA ELEMENTARY SCHOOL
 460 63RD ST
 OAKLAND
 CA

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 2014-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL, LOUIS PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, THERESA SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[TTP,CN]

Bond No: 651184P
Premium: \$2,580.00

DOCUMENT 00 61 14

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:

Lighting Controls Upgrades Project No. 13148 (Project Name)
("Project" or "Contract")

which Contract dated April 1st, 2015, 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:

Eighty Six Thousand and 00/100 DOLLARS

(\$ 86,000.00), 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Prop 39 Energy Planning Services
Lighting Controls Upgrades at Howard ES, Kaiser ES & Peralta
ES
Project No. 13148
February 25, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-1

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 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 Contract Documents or to the Work.

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

17771 Cowan, Suite 100, Irvine, CA 92614

Attention: Claims Department

Telephone No.: (800) 782 - 1546

Fax No.: (949) 553 - 8143

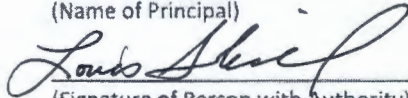
E-mail Address: Inscobondclaims@amtrustgroup.com

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 8th day of April, 2015.

Principal

Summerhill Electric, Inc.

(Name of Principal)



(Signature of Person with Authority)

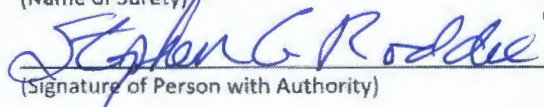
Louis Summerhill

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)



(Signature of Person with Authority)

Stephen G. Roddie - Attorney in Fact

(Print Name)

Kosich Insurance Agency, Inc.

(Name of California Agent of Surety)

3435 Mt. Diablo Blvd. Suite 300, Lafayette, CA 94549

(Address of California Agent of Surety)

(925) 284-3911

(Telephone Number of California Agent of Surety)

Contractor 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Prop 39 Energy Planning Services
Lighting Controls Upgrades at Howard ES, Kaiser ES & Peralta
ES
Project No. 13148
February 25, 2015

PERFORMANCE BOND
DOCUMENT 00 61 14-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On April 8, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen G. Roddie
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.

Signature 
signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number 651184P

Document Date: April 8, 2015 Number of Pages: Two (02)

Signer(s) Other than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen G. Roddie
 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: _____

DOCUMENT 00 61 15

Bond No.: 651184P
Premium included in
Performance Bond.

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

Lighting Controls Upgrades Project No. 13148 (Project Name)
("Project" or "Contract")

which Contract dated April 1st, 2015, 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 the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

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 penal sum of:

Eighty Six Thousand and 00/100 DOLLARS

(\$ 86,000.00), 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 9000 through 9566 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.

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 shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT
Prop 39 Energy Planning Services
Lighting Controls Upgrades at Howard ES, Kaiser ES & Peralta ES
Project No. 13148
February 25, 2015

PAYMENT BOND
DOCUMENT 00 61 15 -1

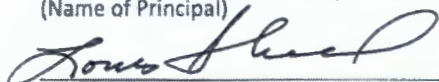
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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 8th day of April, 2015.

Principal

Summerhill Electric, Inc.

(Name of Principal)



(Signature of Person with Authority)

Louis Summerhill

(Print Name)

Surety

Developers Surety and Indemnity Company

(Name of Surety)



(Signature of Person with Authority)

Stephen G. Roddie - Attorney in Fact

(Print Name)

Kosich Insurance Agency, Inc.

(Name of California Agent of Surety)

3435 Mt. Diablo Blvd., Suite 300, Lafayette, CA 94549

(Address of California Agent of Surety)

(925) 284-3911

(Telephone Number of California Agent of Surety)

Contractor 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

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

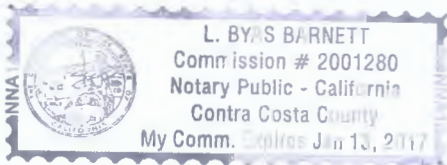
On April 8, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen G. Roddie
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.
Signature L. Byas-Barnett
signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number 651184P

Document Date: April 8, 2015 Number of Pages: Two (02)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen G. Roddie
 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 BY THESE PRESENTS that 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, 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 Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either 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 officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or 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, this 8th day of April, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

SUMME-1

OP ID: SC

DATE (MM/DD/YYYY)

04/14/2015

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

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

PRODUCER Kosich Insurance Agency, Inc. 3435 Mt. Diablo Blvd. Ste. 300 Lafayette, CA 94549 Kosich Insurance Agency, Inc.	CONTACT NAME: Kosich Insurance Agency, Inc. PHONE (A/C, No., Ext): 925-284-3911 E-MAIL ADDRESS:	FAX (A/C, No): 925-284-3919
	INSURER(S) AFFORDING COVERAGE	
INSURED Summerhill Electric, Inc. 5230 E 12th Street Oakland, CA 94601	INSURER A: Travelers	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6801244B831	11/24/2014	11/24/2015	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1500P11814	11/24/2014	11/24/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$		CUP4D837725	11/24/2014	11/24/2015	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Various Sites Prop 39 Energy Efficiency Project, Project No.13148
 Oakland Unified School District is included as additional insured for General Liability as required by written contract per the attached endorsement form, CGD2480805.

CERTIFICATE HOLDER**CANCELLATION**

OAKLA-7 Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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CG D2 48 08 05

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

[Privacy | Legal Notices](#)
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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-07-2015

GROUP: 000825
 POLICY NUMBER: 0510077-2014
 CERTIFICATE ID: 13
 CERTIFICATE EXPIRES: 12-31-2015
 12-31-2014/12-31-2015

OAKLAND UNIFIED SCHOOL DISTRICT
 KENYA CHAPMAN
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB: #13148 HOWARD ELEMENTARY SCHOOL
 8755 FONTAINE ST
 OAKLAND
 CA 94605

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 2014-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL, LOUIS PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, THERESA SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[ENH,CS]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-07-2015

GROUP: 000825
POLICY NUMBER: 0510077-2014
CERTIFICATE ID: 12
CERTIFICATE EXPIRES: 12-31-2015
12-31-2014/12-31-2015

OAKLAND UNIFIED SCHOOL DISTRICT
KENYA CHAPMAN
955 HIGH ST
OAKLAND CA 94601-4404

NA

JOB:#13148 PERALTA ELEMENTARY SCHOOL
460 63RD ST
OAKLAND
CA

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.

[Signature of Authorized Representative]

Authorized Representative

[Signature of President and CEO]

President and CEO

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL, LOUIS PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, THERESA SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[TTP,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-07-2015

GROUP: 000825
 POLICY NUMBER: 0510077-2014
 CERTIFICATE ID: 14
 CERTIFICATE EXPIRES: 12-31-2015
 12-31-2014/12-31-2015

OAKLAND UNIFIED SCHOOL DISTRICT
 KENYA CHAPMAN
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

JOB:#13148 KAISER ELEMENTARY SCHOOL
 25 S HILL CT
 OAKLAND
 CA 94618

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 2014-12-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL, LOUIS PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, THERESA SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

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

[ENH,CS]

Oakland Unified School District

Addendum A: Agreed To Letter of Assent

Date 4/15/15

Davillier-Sloan, Inc
1630 12th Street
Oakland, CA 94607
Attention: Jake Sloan

Re: Oakland Unified School District,
Project Labor Agreement -- Letter of Assent

Dear Mr. Sloan:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR SUBCONTRACTOR: Summerhill Electric INC.

California State License Number: 793376

Job Name and Number: VARIOUS Site Prop 39 Energy Efficiency Project - # 13148

Name and Signature of
Authorized Person:

Louis Summerhill

(Print Name)

President

(Title)

Louis Summerhill

(Signature)

570-536-1685

(Telephone Number)

570-534-7167

(Facsimile Number)

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Howard, Kaiser & Perla ES
 Project: Prop 39 Planning Energy Services
 Project #: 13148
 Estimate: \$78,200

Date: Tuesday, March 16, 2015
 Time: 2:00 PM
 Project Mgr: Keny Chatman
 Architect: _____

Signature of Witness to Bid *Joanna Carino*

Signature of Bid Opener *[Signature]*

Company: Summerhill Electric, Inc	Base Bid:	\$78,200.00		Required Day of Bid:	
Address: 5230 E-12th Street	Allowance:	\$ 7,800.00		Signed Bid Form	X
City/State: Oakland, CA	TOTAL:	\$ 86,000.00		Addendum Acknow.	X
Phone: 510-536-1685	Alternates:			Bid Bond	X
Fax: 510-534-7167				Non-Collusion	X
DIR Doc:				Iran Contracting Certificatoin	X
			<u>Time Submitted</u>	Site Visit Certification	X
			1:32pm	Contractor's Sub List	X
			<u>Date Submitted</u>		
			3/16/2015		
			<u>Time Opened</u>	Required Doc's within 24 hrs	
			2:15 PM	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
Company: Aeko Consulting, Inc	Base Bid:	\$84,900.00		Required Day of Bid:	
Address: 1939 Harrison Street	Allowance:	\$7,800.00		Signed Bid Form	X
City/State: Oakland, CA	TOTAL:	\$92,700.00		Addendum Acknow.	X
Phone: 510-763-2356	Alternates:			Bid Bond	X
Fax: 510-763-0720				Non-Collusion	X
DIR Doc:				Iran Contracting Certification	X
NON-RESPONSIVE			<u>Time Submitted</u>	Site Visit Certification	X
			1:45 PM	Contractor's Sub List	X
			<u>Date Submitted</u>		
			3/16/2015		
			<u>Time Opened</u>	Required Doc's within 24 hrs	
			2:15 PM	Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:	Base Bid:			Required Day of Bid:	
Address:	Allowance:			Signed Bid Form	
City/State:	TOTAL:			Addendum Acknow.	
Phone:	Alternates:			Bid Bond	
Fax:				Non-Collusion	
DIR Doc:			<u>Time Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
			<u>Date Submitted</u>	Contractor's Sub List	
			<u>Time Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:	Base Bid:			Required Day of Bid:	
Address:	Allowance:			Signed Bid Form	
City/State:	TOTAL:			Addendum Acknow.	
Phone:	Alternates:			Bid Bond	
Fax:				Non-Collusion	
DIR Doc:			<u>Time Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
			<u>Date Submitted</u>	Contractor's Sub List	
			<u>Time Opened</u>	Required Doc's within 24 hrs	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Summerhill Electric**

Project: Howard/Kaiser/Peralta ES Prop 39 Planning Energy Services

Project #:13148

Estimate: \$78,200

Date: Tuesday, March 16, 2015

Time: 2:00 pm

Project Mgr: Kenya Chatman

Architect: N/A

Based Bid		\$	78,200.00
Verified Local Business Participation	5.0%	\$	3,910.00
Based Bid W/ LBP Discount		\$	74,290.00

	LBE	SLB	SLBR	COMMENTS:
Company: Summerhill Electric				1
Address: 5230 E. 12th Street				2
City/State: Oakland, CA			100.00%	3
Phone: (510) 536-1685				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4

TOTAL PARTICIPATION	0.00%	0.00%	100.00%	100.00%
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LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **AEKO Consulting**

Project: Howard/Kaiser/Peralta ES Prop 39 Planning Energy Services

Project #:13148

Estimate: \$78,200

Date: Tuesday, March 16, 2015

Time: 2:00 pm

Project Mgr: Kenya Chatman

Architect: N/A

Based Bid \$ **84,900.00**

Verified Local Business Participation 0.0% \$ -

Based Bid W/ LBP Discount \$ **84,900.00** NON-RESPONSIVE

	LBE	SLB	SLBR	COMMENTS:
Company: AEKO Consulting				1
Address: 1939 Harrison Street				2
City/State: San Jose, CA				3
Phone: (510) 763-2356				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4

TOTAL PARTICIPATION	0.0%	0.00%	0.00%	0.00%
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APPROVAL- LBU Compliance Officer

DOCUMENT 00 41 13

BID FORM

To: Governing 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 of **Bid No. 13148**

PROJECT: Prop 39 Lighting Controls Upgrades at Howard Elementary, Kaiser Elementary and Peralta Elementary Schools

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

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

<u>Seventy Eight Thousand & two hundred</u> Dollars \$ <u>78,200</u>
BASE BID Amount
Seven Thousand Eight Hundred Dollars \$7,800.00
Contingency Allowance Amount

Eighty Six Thousand dollars \$ 86,000.
TOTAL BID Amount

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.

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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:
2. 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.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.

- The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. 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.
7. 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
 - Iran Contracting Act Certification
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>3/6/15</u>	No. ____, Dated _____
No. <u>2</u> , Dated <u>3/12/15</u>	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

9. License.
- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
 - 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.
10. 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.
11. 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. 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.

12. 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.

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 16 day of March 20 15

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 510-536-1685

Fax Number 510-534-7167

E-mail SummerhillElectricInc@yahoo.com Web page _____

Contractor's License No(s): No.: 793376 Class: 10 Expiration Date: 4/30/15

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: " "

Manager: " "

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Summerhill Electric Inc.*
 Project: *Prop- 39- Preliminary Energy Services*
 Project #: *13148*
 Estimate: *\$ 78,200*

Bid Opening Date: *3/16/15*
 Time: *2:05 PM*
 Project Mgr: *Kenya Chutkanon*
 Architect:

Base Bid Dollar Amount	\$ 78,200	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>Summerhill</i> Address: <i>5250 E-12TH ST</i> City/State: <i>OAKLAND, CA</i> Phone: <i>510-536-1686</i>	\$86,000			100%	3657
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

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

From: AEKO Consulting, 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 of **Bid No. 13148**

PROJECT: Prop 39 Lighting Controls Upgrades at Howard Elementary, Kaiser Elementary and Peralta Elementary Schools

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

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

Eighty-four thousand and nine hundred _____ Dollars	\$ 84,900.00
BASE BID Amount	
Seven Thousand Eight Hundred Dollars	\$7,800.00
Contingency Allowance Amount	

Ninety-two thousand and seven hundred _____ dollars	\$ 92,700.00
TOTAL BID Amount	

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.

Additive/Deductive Alternates:

Alternate #1

--

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #1

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

Alternate #3

_____ dollars \$ _____

[ADD DESCRIPTION] Additive/Deductive:

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:
2. 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.
3. 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.
4. 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.
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.

- The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.

6. 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.

7. 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
- Iran Contracting Act Certification

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

No. <u>1</u> , Dated <u>3/6/15</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>3/12/15</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- 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.

10. 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.

11. 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. 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.

12. 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.

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 16th day of March 20 15

Name of Bidder AEKO Consulting, Inc.

Type of Organization Corporation

Signed by Gboyega Aladegbami

Title of Signer Principal

Address of Bidder 1939 Harrison Street, Suite 420

Taxpayer's Identification No. of Bidder 26-001-2252

Telephone Number 510-763-2356

Fax Number 510-763-0720

E-mail Gboyega@aeko.com Web page www.aeko.com

Contractor's License No(s): No.: 847972 Class: C7 Expiration Date: 10/31/16

No.: 847972 Class: C10 Expiration Date: 10/31/16

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: AEKO Consulting

President: Gboyega Aladegbami

Secretary: Gboyega Aladegbami

Treasurer: Tola Alade

Manager: Gboyega Aladegbami

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: *Summerhill Electric Inc.*
 Project: *Prop. 39 - Planning Energy Services*
 Project #: *13148*
 Estimate: *\$78,200*

Bid Opening Date: *3/16/15*
 Time: *2:00 PM*
 Project Mgr: *Kenya Chaturan*
 Architect:

Base Bid Dollar Amount	\$ 78,200	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>Summerhill</i> Address: <i>5230 E-12th St</i> City/State: <i>OAKLAND CA</i> Phone: <i>510-536-1686</i>	<i>\$86,000</i>			<i>100%</i>	<i>3657</i>
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
Company: Address: \$ City/State: Phone:					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

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



AWARD OF BID ROUTING FORM

Project Information			
Project Name	Various Sites Prop 39 Energy Efficiency	Site	918
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	Agency's Contact	Louis Summerhill
OUSD Vendor ID #	V060282	Title	Contractor
Street Address	5230 East 12 th Street	City	Oakland State CA Zip 94601
Telephone	510-536-1685	Policy Expires	11.24.2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	13148		

Term			
Date Work Will Begin	5-27-2015	Date Work Will End By (not more than 5 years from start date)	10-30-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$86,000.00
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
9360	Measure J	9189905892	6200	\$43,000.00
0000	Fund 40	9189903896	6200	\$43,000.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities			
	Signature	Date Approved	4/16/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	4.23.15	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	4/27/15	
4.	Chief Operations Officer			
	Signature	Date Approved	5/5/15	
5.	President, Board of Education			
	Signature	Date Approved		