# LEGISLATIVE FILE

File ID No.	14-1605	
Introduction Date	8-13-2014	~
Enactment No.	14-1487	
Enactment Date	8-13-14/	
D.		



Community Schools, Thriving Students

### OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education August 13, 2014

To:

Board of Education

From:

Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent, Business Operations

Timothy E. White, Associate Superintendent of Planning &

Management

Subject:

Change Order No. 1 with Summerhill Electric for Cesar Chavez

Elementary School Project in an amount of \$16,031.65 increasing the

current contract from \$14,950.00 to \$30,981.65

# ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute Change Order No. 1 on behalf of the District with Summerhill Electric for additional work due to District requested improvements and DSA or Agency requested changes to Cesar Chevez Elementary School Project in the amount not to exceed \$16,031.65, increasing the current contract amount from \$14,950.00 to \$30,981.65.

### BACKGROUND

The scope of work for the original contract was to provide modernization construction services for the Cesar Chavez Elementary School Project. Funding for the project is Developer Fees.

All costs associated with this change order have been thoroughly monitored and documented by the Architect, Inspector of Record, and Project Manager.

All changes pertaining to this change order, amount to 107.00% of original contract sum, have been categorized as to source. Percentage figures relate amount of change (by source), to the original contract sum of \$14,950.00.

	Amount \$	Percent %
Changes Due to Owner Requested Change		
(Preliminary Change Order Nos. 1)	\$16,031.65	107.00%
TOTAL	\$16,031.65	107.00%



Community Schools, Thriving Students

## **DISCUSSION**

Under a separate series of actions not related to this change order approval, the District will review and adjust the consultant fees to acknowledge costs resulting from their errors and omissions.

Original Contract Sum:	\$14,950.00
Sum of previously approved Change Orders:	\$0.00
Contract sum prior to this Change Order:	\$14,950.00
Cost of current Change Order No. 1	\$16,031.65
New Contract Sum:	\$30,981.65
Current Change Order(s) as % of contract	107.00%
Contract completion date as of this Change Order No. 1	NA

## RECOMMENDATION

Authorize the President and Secretary of the Board to enter into and execute Change Order No. 1 on behalf of the District with Summerhill Electric for additional work due to District requested improvements and DSA or Agency requested changes to Cesar Chevez Elementary School Project in the amount not to exceed \$16,031.65, increasing the current contract amount from \$14,950.00 to \$30,981.65.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

### **FUNDING SOURCE**

The funding source for this change order is the Developer Fee. The scope of work is included in the Board of Education approved total budget for the Cesar Chavez Elementary School Project. The total budget for this project is \$30,981.65

### **ATTACHMENT**

Change Order No. 1 which includes: Cesar Chavez Elementary School PCO (Preliminary Change Order) Number: 1

Key Codes: 9189000817-6271

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland. California 94601 • Phone 510/535-7038 • Fax 510/535-7040

## CHANGE ORDER NO. 01

PROJECT:

MAY 27, 2014 DATE:

Cesar Chavez

DSA FILE NO .: n/a DSA APP NO.:

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR:

OUSD PROJECT #: n/a

Summerhill Electric 5230 E. 12th Street

Oakland, CA

PROJECT MANAGER: Kenya Chatman

The Contractor is authorized to make the changes listed in the Summary and described in Change Order Attachment when this Change Order has been approved.

Original Contract Sum\$	14,950.00
Net Change by previously authorized Change Orders\$	
The contract sum prior to this change order\$	14,950.00
The Contract sum will be increased/decreased by this Change Order\$	16,031.65
The New Contract Sum including this Change Order will be\$	
Cumulative Change Order(s) as a percentage of contract including this Change Order	107%
The Contract is changed by (0) Days	
Contract completion date as of this Change Order therefore is: Not changed	

Summary reference attached items P.C.O'. 1-

Approved: Architect of Record	Approved: General Contractor	Approved: V-+ 1014
N/A	the of	Director of Facilities Date:
Date:	Date: 5/3/14	Assistant Superintendent  Date:
Approved: Electrical or Structural Engineer	Approved: Mechanical Engineer	Approved: Div. of the State Architect & / 14/14  David Kakishiba  President, Board of Education
N/A	N/A	N/A PACILITYES BEANNING & MGMT /
Date:	Date:	DARtwan Wilson

Fund 25 RES 0000 JUN 12 2014 AMB:07

Secretary, Board of Education

Change Order (revised 7/29/03)

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • Phone 510/879-8385 • Fax 510/879-1860

# PROPOSED CHANGE ORDER NO. 01

President, Board of Education

PROJECT:	Cesar Chavez	DATE: 5/27/14	
OWNER:	Oakland Unified School District	DSA FILE NO.: N/A	
CONTRACTOR:	Summerhill Electric	DSA APP. NO.: N/A	
PROJECT MGR:	Kenya Chatman	OUSD PROJECT: N/A	
received by the Co with the changes	ontractor, this document becomes effe	s) in this Contract. When signed by the ctive immediately and the Contractor sha ork is completed, this AED can be billed	Il proceed as
CONTRACTOR TO	COMPLETE THIS SECTION ONLY:		
DESCRIPTION: Pr	ovide and install a camera/latch opening	g at entrance of CDC.	
CODE: 2 - owner r	equested		
REASON: Site nee	eds it for safety reasons.		
ATTACHMENTS:	Proposal Change Order No. 1 – Summ	erhill Electric	
The proposed basi	s of adjustment to the Contract Price ar	d Contract time are as follows:	
Amount of Change:	X Add Dedu	Date: 5/29/14	
		M Not to Exceed erein, cost not to exceed \$16,032; final	cost to be
Time Extension: 0			
INITIATED BY:  Architect of Rec	ord Date REVIEWED BY Project Manage	al 6/2/14 Jamo Shet	ED BY:    5   30   A   Date
OAKLAND UNIFIE	9 SCHOOL DISTRICT APPROVAL:		
1	6 9 14	19	
Director of Facilitie	s Date	Assistant Superintendent	Date
T		AT 11 _ 011	4-14

Antwan Wilson

Secretary, Board of Education

Bond No. 650989P \$929.00 Premium is for contract term and is subject to adjustment based on final Contract Price

#### **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:

	rincipal)" have entered into a contract for the fur ary, convenient, and proper to perform the follow	
Cesar Chavez Elementary Sch	ool (*Description below )	(Project Name)
("Project" or "Contract")		
which Contract dated April 30 forming a part of the Contract, are hereby	, 20 14, and all of the Contract Do	cuments attached to or
WHEREAS, said Principal is required u	ander the terms of the Contract to furnish a hand	for the faithful norformance
	nider the terms of the Conduct to Idinish a bond	for the faithful performance
of the Contract;	Developers Surety and Indemnity Company	
of the Contract;	Developers Surety and Indemnity Company	
of the Contract;  NOW, THEREFORE, the Principal and	Developers Surety and Indemnity Company ict in the penal sum of:	

- 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 warrantees 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 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.

\* Aiphone video Camera system and electric gate opener release

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:

2999 Oak Road, Suite 420	
Walnut Creek, CA 94597	
Attention: Robin Westfall	····
Telephone No.: (925 ) 295 - 3	190
Fax No.: ()	
E-mail Address: WalnutCreekBranch	@inscodico.com
	nterparts of this instrument, each of which shall for all purposes be uted by the Principal and Surety above named, on the
Principal	Surety
Summerhill Electric, Inc.	Developers Surety and Indemnity Company
(Name of Principal)	(Name of Surety) Robber
(Signature of Person with Authority)	(Signature of Person with Authority)
Louis Summerbill	Stephen G. Roddie, Attorney-in-Fact
(Print Name)	(Print Name)
	Ken Kosich, Kosich Insurance Agency Inc
	(Name of California Agent of Surety)
	3435 Mt Diablo Blvd Ste 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

State of California	}
County of Contra Costa	
On 06/17/2014 before me, lan T.  personally appeared Stephen G. Roddie	French, Notary Public  Here Insert Name end Title of the Officer  Name(s) or Signer(s)
Though the information below is not required by	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  Signature  Signature of Notary Public 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! N/A	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:IndividualCorporate Officer -Title(s):PartnerLimitedGeneralAttorney in FactTrusteeGuardian or Conservator Other:	Attorney in Fact OF SIGNER

## **DOCUMENT 00 61 15**

# 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			
labor, services and transportation, necessary, convenient, and proper to			
Cesar Chavez Elementary School (*Description below ) (Project Name)			
("Project" or "Contract")			
which Contract datedApril 30th, 20_14_, 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 division 4, part 6 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 penal sum of:			
Thirty thousand, nine hundred, eighty-two and 00/100 DOLLARS			
(\$ 30,982.00 ), 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 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.			

Aiphone video Camera system and electric gate opener release

Principal	Surety
Summerhill Electric, Inc.	Developers Surety and Indemnity Company
(Name of Principal)	(Name of Surety)
(Signature of Person with Authority)	(Signature of Person with Authority)
Louis Summerkill	Stephen G. Roddie, Attorney-in-Fact
(Print Name)	(Print Name)
•	Ken Kosich, Kosich Insurance Agency Inc
	(Name of California Agent of Surety)
	3435 Mt Diablo Blvd Ste 300, Lafayette, CA 94549
	(Address of California Agent of Surety)
	(925) 284-3919
	(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

State of California	}
County of Contra Costa	
On 06/17/2014 before me, lan T.  personally appeared Stephen G. Roddie	French, Notary Public  Here Insert Name end Title of the Officer
personally appeared	Name(s) or Signer(s)
IAN T. FRENCH COMM. #2041218 Notary Public - California Contra Costa County My Comm. Expires Sep. 13, 2017	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.
Though the information below is not required by	WITNESS my hand and official scal.  Signature signature of Notary Public  TONAL y law, it may prove valuable to persons relying on the document all 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! N/A	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:IndividualCorporate Officer -Title(s):PartnerLimitedGeneralAttorney in FactTrusteeGuardian or Conservator Other: Signer Is Representing:	Attorney in Fact OF SIGNER

#### **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 Attomey;

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 November 21, 2013.

AND

1936

Daniel Young, Senior Vice-President

Mark J. Lansdon, Vice-President

State of California County of Orange

November 21, 2013 Date

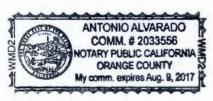
before me

Antonio Alvarado, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Daniel Young and Mark J. Lansdon 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.

OCT. 5 1967

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

Antonio Alvarado, Notary Public

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 17th day of

June, 2014 -

Cassie J. Berrisford

Cassie J. Berrisford

Assistant Secretary

ID-1380(Rev.11/13)



# **CHANGE ORDER ROUTING FORM**

				Project Information							
roje	ct Name	Cesar Cha	vez Elementary Sc	hool S	ite	918					
				<b>Basic Directions</b>							
	Services	cannot be p	rovided until the co	ntract is fully approved a	and a	Purchase	Order	has bee	en issued.		
ttach				ncluding certificates and er ertification, unless vendor is				is over	\$15,000		
			C	ontractor Information							
ontractor Name		Summerhill Electric		Agency's Conta	act	Louis Summerhill					
USD Vendor ID #		V060282		Title			ject Manager				
Street Address		5230 E. 12th		City	Oakla				A Zip 94601		
Telephone		510-536-1685		Policy Expires							
Contractor History		Previously been an OUSD contractor? X Yes ☐ No Worked as an OUSD employee? ☐ Yes X									
USE	Project #	NA						,			
				Term			-				
Date Work Will Begin 5-28-2014					Date Work Will End By (not more than 5 years from start date)				014		
_			3-20-2014	(not more than 5 ye	ears fro	m start dat	e)	0-1-2	014		
				Compensation							
Tota	al Contract A	mount	\$	Total Contract N	Total Contract Not To Exceed				\$30,981.65		
	Rate Per Ho		\$	If Amendment, O					31.65		
	er Expenses	(ii floury)	-	Requisition Nur				4.0,0			
Oth	er Experiedo			Budget Information	11.0						
	If you are plant	ning to multi-fu	nd a contract using LEF	funds, please contact the St	ate and	Federal O	ffice befo	ore comp	leting requisition.		
Resource #		Resource Name		Org Key		Object Code		Amount			
0000		Developer Fee Fund		9189000817			6271		\$16,031.65		
			Approval and	Routing (in order of app	proval	steps)					
			the contract is fully appled before a PO was issued	roved and a Purchase Order i	s issue	d. Signing	this doc	ument aff	firms that to your		
Division Head				Phone		510-535-7038		Fax	510-535-7082		
	Director, Facilities Planning and Management										
	Signature							7	1111		
				Date Approved			1	TITT			
2.	General Counsel, Department of Facilities Planning and Management										
	Signature	11		Date Approved 7.22.1			2.14				
	Assistant Supe	erintendent, F	acilities Planning and	Management					•		
3.	Signature		Date Approved								
	Deputy Superi	ntendent		AMAN							
1.	Date Approved 7/30/14										
	President, Boa	rd of Educati	on	1141				100	1,4		
_				V V 1		4- 1	4				
5.	Signature				Date Approved						