

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-2929A
Introduction Date	12-15-2021
Enactment Number	22-0111
Enactment Date	1-12-2022 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief Facilities Planning & Management  
Marc White, Director Buildings & Grounds

**Meeting Date** January 12, 2022

**Subject** Resolution 2122-0144B – Terminating Enactment No. 21-1981  
Authorizing Emergency Abatement and Repair at Skyline High School

**Ask of the Board** Approve Resolution 2122-0144B – Terminating the Action taken under File Number 21-2929 Authorizing Emergency Sewer Replacement Project at Skyline High School.

**Background** On December 15, 2021, under File Number 21-2929, the Governing Board of the Oakland Unified School District found: (1) There was an emergency as defined by applicable statute(s) (“Emergency”); and (2) In order to mitigate and minimize as quickly as possible the potential health and safety impact, the Repair Work needed to commence immediately and avoid the delays which would result from a competitive bidding process, and that approval of the emergency resolution was necessary to respond to the Emergency.

**Discussion** The emergency repairs began on December 11, 2021 and were completed on or around December 12, 2021. Staff recommends that the emergency be terminated effective December 12, 2021, as the sewer replacement project is complete.

**Fiscal Impact**

**Attachment(s)** N/A Resolution 2122-0144B - Terminating Enactment No. 21-1981 Authorizing Emergency Abatement and Repair at Skyline High School

- File Number 21-2929 - Resolution for Declaration of Emergency Contract for Construction Services – Non-competitively bid – Skyline High School Emergency Sewer Replacement Project to ER Plumbing & Construction

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

**RESOLUTION NO. 2122-0144B**

**TERMINATING ENACTMENT NO. 21-1981  
AUTHORIZING EMERGENCY ABATEMENT AND REPAIR  
AT SKYLINE HIGH SCHOOL**

**WHEREAS**, in cases of emergency, the Governing Board of the Oakland Unified School District ("District") may proceed pursuant to California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, et seq., "CUPCAA"), to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contract; and

**WHEREAS**, on December 15, 2021, by Enactment No. 21-1981, the Governing Board of the District found:

1. That there was an emergency as defined by applicable statute(s) ("Emergency");
2. That in order to mitigate and minimize as quickly as possible the potential health and safety impact on students, staff, and visitors, the Repair Work needed to commence immediately and avoid delays which would result from a competitive bidding process, and that approval of the emergency resolution was necessary to respond to the Emergency;
3. That contracts with firms to perform all Repair Work in an amount not to exceed \$58,730.00, were appropriate and necessary without further advertising for or inviting bids, and that all steps and all actions necessary to execute and implement those contracts could be delegated and performed by staff; and

**WHEREAS**, the emergency repairs began on December 11, 2021, and are now complete.

**NOW, THEREFORE, BE IT RESOLVED**, the Governing Board of the Oakland Unified School District hereby resolves, determines, and finds that the Emergency as defined by statute has ceased and the Emergency is hereby terminated.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 12th day of January, 2022; by the following vote, to wit:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

**AYES:** Aimee Eng, VanCedric Williams, Mike Hutchinson, Shanthi Gonzales, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

**NOES:** None

**ABSTAINED:** None

**RECUSED:** None

**ABSENT:** Student Director Samantha Pal, Student Director Natalie Gallegos Chavez

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on January 12, 2022.

<b>Legislative File</b>	
File ID Number:	21-2929A
Introduction Date:	12-15-2021
Enactment Number:	22-0111
Enactment Date:	1-12-2022 CJH
By:	

**OAKLAND UNIFIED SCHOOL DISTRICT**



1-13-2022

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Gary Yee  
President, Board of Education



1-13-2022

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Dr. Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Approved as to Form



Facilities Attorney

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-2929
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# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** December 15, 2021

**Subject** Resolution for Declaration of Emergency Contract for Construction Services – Non-competitively bid – Skyline High School Emergency Sewer Replacement Project to ER Plumbing & Construction

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**Ask of the Board** Approval by the Board of Education, by four-fifths vote, of Resolution No. 2122-0144, Retroactive Declaration of an Emergency and Award of Contract for Construction Services, to allow emergency action for the sewer replacement project for Skyline High School, 12250 Skyline Boulevard, in the amount of \$58,730.00; Resolution No. 2122-0144A, Continuation of Emergency that Requires the Procurement of Construction Services for Emergency Abatement and Repair for Skyline High School; and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **December 11, 2021**, and scheduled to last until **December 21, 2021**, pursuant to the Agreement.

**Background** On or about October 25, 2021, the District first became aware that the sewer mainline at Skyline High School, 12250 Skyline Boulevard (“Site”), was broken, due to roots growing in several areas. A sewer leak has arisen in student restrooms and floor drains in Building #20, creating a serious health and safety risk for students, staff, and visitors.

**Discussion** The scope of work of the contract services are being provided on an emergency basis, including providing repair and construction services for sewer system repair and replacement, and replacing all concrete/asphalt affected by pipe replacement. The contract was deemed an emergency as a sewer leak has arisen in the student restrooms and floor drains in Building #20. The failure to immediately repair the sewer leak would result in a serious risk of health and safety violations for students, staff and visitors at the District school site. Immediate action was necessary in order to protect the health of students, staff and visitors, prevent conditions from worsening, and to avoid closing the entire Site for longer than necessary. The continuation resolution shall maintain the emergency status of the Contract until all work is complete.

Contractor was selected without competitive bidding because this is considered as an emergency contract. (Public Contract Code § 22035 and § 22050).

**Fiscal Impact**

Routine Restriction Maintenance Account General Funds in an amount not to exceed \$58,730.00

**Attachment(s)**

- Resolution 2122-0144
- Resolution 2122-0144A
- Agreement
- Payment and Performance Bonds
- Insurance Certificate



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

**Legislative File ID No.** 21-2929

**Department:** Buildings & Grounds Department

**Vendor Name:** ER Plumbing & Construction

**Project Name:** Skyline High School Sewer Main Line **Project No.:** BG30719

**Contract Term:** Intended Start: December 11, 2021 Intended End: 12-21-2021

**Annual (if annual contract) or total (if multi-year agreement) Cost:** \$58,730.00

**Approved by:** Marc White

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

This vendor was a direct selection based on their services to provide repairs services. At this time, they have the most experience and familiarity with plumbing/sewer repair work.

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

This vendor will provide includes the replacement of sewer main line that is broken and a 6” Sewer Main that exits Building at right side #20 building and connects to 8” sewer main in school walkway corridor between #30 building grounds in school grounds. Backfill and compact all trenches, replace all concrete and asphalt affected by pipe replacement. Removal of all construction related debris from Site to discard.

**Was this contract competitively bid?**  Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

- 1) How did you determine the price is competitive?

This was deemed an emergency. Sewer leak arose that presented a serious health and safety risk for both students, staff and visitors, thus the Vendor was selected based on work done in the past and proven track record. Vendor submitted a price that was competitive and reasonable for the required repairs.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- The Sewer problem is “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” (Public Contract Code [“PCC”] §1102.)
- The emergency did not permit a delay that would have resulted from competitive bidding. (PCC § 22050(a)(2).)
- The contract is necessary to respond to the emergency. (PCC § 22050(a)(2).)

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

**RESOLUTION NO. 2122-0144**

**DECLARING AN EMERGENCY THAT REQUIRES THE  
PROCUREMENT OF CONSTRUCTION SERVICES FOR  
EMERGENCY ABATEMENT AND REPAIR AT SKYLINE HIGH SCHOOL,  
AND AWARDING A CONTRACT FOR PERFORMANCE OF THE  
EMERGENCY REPAIR WORK**

**WHEREAS**, on or about October 25, 2021, the District first became aware that the sewer mainline at Skyline High School, 12250 Skyline Boulevard ("Site"), was broken, due to roots growing in several areas. A sewer leak has arisen in student restrooms and floor drains in Building #20, creating a serious health and safety risk for students, staff, and visitors. Immediate action was necessary in order to protect the health of students, staff and visitors, and to avoid closing the entire Site for longer than necessary; and

**WHEREAS**, the District was not able to stop the flooding and immediate hiring of a plumbing contractor was a necessity; and

**WHEREAS**, without performance of the work, the affected areas of the school would be closed due to health and safety violations, and having students, staff and visitors in attendance with open sewage would be a violation of the California Health and Safety Code; and

**WHEREAS**, failure to immediately repair sewer leak at Site would result in a risk of health and safety violations for students, staff and visitors at the Site; and

**WHEREAS**, in order to abate the emergency, and to provide for the safety of students, staff, and visitors at the Site, the District had to immediately perform work to repair the broken sewer without delay ("Repair Work") because of the serious health and safety concerns and impact that the sewage leak would have on students, staff and visitors; and

**WHEREAS**, emergency services include: replacement of entire 6" sewer main from Building #20 to 8" mainline; replacement of all building lateral connection damaged by large trees; backfilling and compacting all trenches; replacement of concrete and asphalt affected by pipe replacement; and removal of all construction related debris from Site to discard; and

**WHEREAS**, due to the design of the Site, the water to Building #20 cannot be shut off without shutting off the water to the entire Site. As a result, shutting off the water to repair and replace the sewer mainline will require closing the entire Site for approximately ten (10) days; and

**WHEREAS**, the District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, et seq., "CUPCAA"), which requires formal competitive bidding for construction contracts over \$200,000, and formal or informal competitive bidding for construction contracts over \$60,000; and

**WHEREAS**, there was insufficient time to competitively bid the contract for the Repair Work, since the sewage flooding from the leak was posing an immediate health and safety concern for students, staff and visitors; and using competitive bidding would have delayed the commencement of the work until December 23, 2021, or later, and that delay in the start of the work would have had a severe impact on the facilities and the operation of the Site; and

**WHEREAS**, due to the exigent circumstances, District staff directed ER Plumbing to commence the Repair Work on December 11, 2021, with award of a contract to follow, and District staff expected that the work would be complete by December 21, 2021; and

**WHEREAS**, an exception to the applicable competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the governing board of the District ("Board") may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code § 22035); and

**WHEREAS**, an emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code § 1102); and

**WHEREAS**, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

**WHEREAS**, section 22050 requires, in relevant part, that the following steps be taken:

(1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

(2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

(3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days;

(4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**WHEREAS**, the proposed form of the ER Plumbing agreement has been approved by legal counsel.

**NOW, THEREFORE, BE IT RESOLVED**, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That there is an emergency at the Site as defined by applicable statute(s) ("Emergency");
3. That, as described above, in order to mitigate and minimize as quickly as possible the potential health and safety impact on students, staff and visitors the Repair Work had to commence on December 11, 2021, it would not permit the delays which would result from a competitive bidding process, and this action was necessary to respond to the Emergency;
4. That the Board of Education hereby awards and approves the contract with ER Plumbing for the Repair Work in the amount of Fifty-Eight Thousand Seven Hundred Thirty Dollars (\$58,730.00); and
5. That (a) District staff shall report on the status of this Emergency to the Board at its next regularly scheduled meeting so that the Board may determine, by a four-fifths vote, that there is a need to continue the Emergency action, including a specific determination that the remainder of the Emergency action cannot be completed by giving notice for bids to let contracts; (b) after any four-fifths vote by the Board to continue the Emergency action, pursuant to this paragraph District staff shall report to the Board at its next regularly scheduled meeting for another continuation vote by the Board, including the above specific determination; and (c) if the Board ever fails to make the above determination by four-fifths vote, the Emergency action shall terminate, and any further Repair Work shall be performed pursuant to competitive bidding (unless another exception to the competitive bidding requirement applies).

**PASSED AND ADOPTED by a four-fifths (4/5) vote** by the Board of Education of the Oakland Unified School District this 15th day of December, 2021; by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

**AYES:** Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Shanthi Gonzales

**NOES:** None

**ABSTAINED:** None

**RECUSED:** None

**ABSENT:** Samantha Pal (Student Director), Natalie Gallegos Chavez (Student Director)

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on December 15, 2021.

Legislative File	
File ID Number:	21- 2929
Introduction Date:	12-15-2021
Enactment Number:	21-1981
Enactment Date:	12-15-2021
By:	er

**OAKLAND UNIFIED SCHOOL DISTRICT**



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Shanthi Gonzales  
President, Board of Education



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Dr. Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Approved as to Form

DocuSigned by:

*Joshua R. Daniels*

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Chief Governance Officer

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

**RESOLUTION NO. 2122-0144A**

**CONTINUATION OF EMERGENCY THAT REQUIRES THE  
PROCUREMENT OF CONSTRUCTION SERVICES FOR  
EMERGENCY ABATEMENT AND REPAIR AT SKYLINE HIGH SCHOOL**

**WHEREAS**, on December 15, 2021, the District's Board of Education ("Board") passed a resolution by four-fifths vote to declare an emergency and award a contract for emergency repair work without the use of competitive bidding ("Contract") at Skyline High School, 12250 Skyline Boulevard ("Site"); and

**WHEREAS**, the scope of the Contract work included replacement of entire 6" sewer main from Building #20 to 8" mainline; replacement of all building lateral connection damaged by large trees; backfilling and compacting all trenches; replacement of concrete and asphalt affected by pipe replacement; and removal of all construction related debris from Site to discard; and

**WHEREAS**, the District's Board must review the Contract at each regularly-scheduled meeting after award of the Contract until the Contract work is completed; the Board must determine at each such meeting, by four-fifths vote, whether there is a need to continue the Contract; and without a four-fifths vote to continue the Contract, the Contract would automatically terminate (Public Contract Code § 22050(c)(1)); and

**WHEREAS**, when reviewing the Contract at each regularly-scheduled meeting per the previous paragraph, the Board must terminate the Contract (i.e., it may not continue the Contract work per Public Contract Code § 22050(c)(1), above) at the earliest possible regularly-scheduled Board meeting where conditions warrant that the remainder of the Contract work may be completed by awarding a new contract through use of competitive bidding (Public Contract Code § 22050(c)(3)); and

**WHEREAS**, as the Contract work is required to be completed by December 21, 2021, the work is ongoing and it is not finished as of the date of this Board meeting and resolution; and

**WHEREAS**, conditions do not allow use of competitive bidding for the remainder of the Contract work since the Contract work must be finished as quickly as possible to minimize the risks to the students, staff, and visitors at the Site; and

**NOW, THEREFORE, BE IT RESOLVED**, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That there is a need to continue the emergency repair work at the Site under the Contract;

3. That conditions do not warrant termination of the Contract so that the remainder of the emergency repair work under the Contract may be completed by awarding a new contract through use of competitive bidding;

4. That District staff shall continue to report on the status of this Contract to the Board at its regularly-scheduled meetings until the Board terminates the Contract (by not approving a resolution to continue the Contract) or until District staff reports that the Contract work has been completed.

**PASSED AND ADOPTED by a four-fifths (4/5) vote** by the Board of Education of the Oakland Unified School District this 15th day of December, 2021; by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompason, Vice President Benjamin "Sam"

Davis, President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSED:None

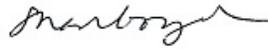
ABSENT: Samantha Pal (Student Director), Natalie Gallego Chavez, (Student Director)

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on December 15, 2021.

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**OAKLAND UNIFIED SCHOOL DISTRICT**



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Shanthi Gonzales  
President, Board of Education



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Dr. Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

Approved as to Form  
DocuSigned by:

*Joshua R. Daniels*

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Chief Governance Officer

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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This Agreement effective December 11, 2021, is by and between the Oakland Unified School District, Alameda County, hereinafter called the "Owner," and ER Plumbing & Construction, hereinafter called the "Contractor," with each a "Party," and together the "Parties." to this Agreement.

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

**Skyline High School, located at 12250 Skyline Blvd, Oakland, CA 94619**

all in strict compliance with the plans, drawings and specifications therefore prepared by

**955 High Street, Oakland, CA 94601,**

and other Contract Documents relating thereto.

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract." The Contractor and its subcontractors must use the Owner's program software (COLBI DOCS) for projects.

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (the "Contract Time") shall be Ten (10) calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on December 11, 2021, in which case the deadline for Completion would be December 21, 2021.

The site for the Contract will not be available to the Contractor for construction on the following dates: \_\_\_\_\_ The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies

Construction Services Agreement – ER Plumbing & Construction – Skylihe High School Sewer Main Line Project - \$58,730.00

provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

**ARTICLE IV. PAYMENT, AND RETENTION.** The Owner agrees to pay the Contractor in current funds FIFTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NO/100 (\$58,730.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

- The above contract price does not include any allowances.

The above contract price does not include any specific allowances. Any payment from an allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the

procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and

agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers’ Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers’ Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days’ notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner’s award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties’ agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the

Construction Services Agreement – ER Plumbing & Construction – Skylihe High School Sewer Main Line Project - \$58,730.00

completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes a change order signed by the parties and approved or ratified by the Governing Board.

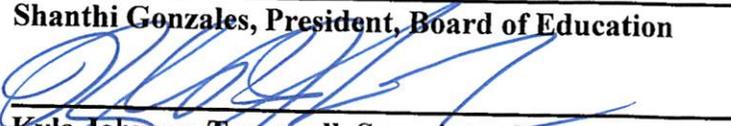
**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

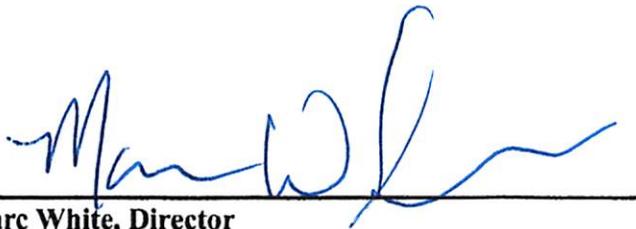
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
**Shanthi Gonzales, President, Board of Education**

12/16/2021  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education**

12/16/2021  
\_\_\_\_\_  
**Date**



**Marc White, Director**  
**Buildings & Grounds Department**

12/6/21  
**Date**

**CONTRACTOR**

 12/6/21

**Signature** **Date**

David Ball  
**Print Name**

Pres.  
**Title**

**Approved As to Form**

DocuSigned by:  
Joshua R. Daniels 12/7/2021  
D89F7BC05E7948C...  
**Chief Governance Officer** **Date**

1000384  
**CONTRACTOR'S LICENSE NO.**

1/30/23  
**LICENSE EXPIRATION DATE**

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

**E R PLUMBING & CONSTR.**

**Repair/Video, Plumbing & Drain Cleaning**

**875A Island Dr. #131 Alameda CA. 94502**

**F#510-217-8566 C#510-388-0567 LIC.1000384**

**PROPOSAL/CONTRACT**

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

Submitted To: **OAKLAND PUBLIC SCHOOLS**  
**Skyline High School**

JOB NAME/NUMBER	JOB PHONE
JOB LOCATION <b>12250 Skyline Blvd Oakland CA 94619</b>	
ARCHITECT	DATE OF PLANS
STARTING DATE	COMPLETION DATE (Approximate)

SUBSTANTIAL COMMENCEMENT OF WORK SHALL CONSIST OF **Sewer Mainline Main Building #20 Bathroom**

CONTRACTOR'S LICENSE NUMBER	HOME IMPROVEMENT SALESPERSON	SALESPERSON'S REGISTRATION NUMBER	DATE OF PROPOSAL <b>11/29/2021</b>
-----------------------------	------------------------------	-----------------------------------	---------------------------------------

We hereby submit specifications and estimates for:

- 1. Sewer Mainline is broken Clay Pipe roots growing in several area causing backup to boys/girls bathrooms/floordrains at school building #20. 6" Sewer Main exits Building at right side #20 building and connects to 8" sewer main in school walkway corridor between#30 building in school grounds.**
- 2. Replace entire 6" inch sewer main from building #20 to 8" mainline.**
- 3. Replace all Building lateral connection as well damaged by large trees**
- 4. Backfill and compact all trenches, replace all concrete and asphalt affected by pipe replacement.**
- 5. Remove all construction related debris from job site to discard**

Notes: Work will be completed over two consecutive sat/sun weekends to prevent disruption of classes. This updated proposal includes the entire sewer for bldg. #20

**Prevailing Wage rates.**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING -- IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of: **58,730.00** Down Payment of:

Payment to be made as follows:

- \_\_\_\_\_ % (\$ \_\_\_\_\_) upon signing Contract;
- \_\_\_\_\_ % (\$ \_\_\_\_\_) upon completion of \_\_\_\_\_;
- \_\_\_\_\_ % (\$ \_\_\_\_\_) upon completion of \_\_\_\_\_;
- \_\_\_\_\_ % (**58,730.00**) shall be made forthwith upon completion of work under this contract.

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

**You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond.**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

**Failure by the Contractor, without lawful excuse, to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin, is a violation of the Contractors License Law.**

Authorized Signature **David Ball** Date **11/29/2021** Acceptance \_\_\_\_\_ Date \_\_\_\_\_  
(OWNER'S SIGNATURE)

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form (reverse side) for an explanation of this right.



**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: CIC1918460

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and E R Plumbing & Construction \_\_\_\_\_, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**the Skyline HS Sewer Main Line Contract, at 12225 Skyline Blvd, Oakland, which consists of replacement of entire 6" sewer main from Building #20 to 8" mainline; replacement of all building lateral connection damaged by large trees; backfilling and compacting all trenches; replacement of concrete and asphalt affected by pipe replacement; and removal of all construction related debris from Site to discard [the Contract],**

which said agreement dated December 01, 2021, and all of the Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Capitol Indemnity Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Fifty-Eight Thousand Seven Hundred Thirty Dollars No/100(\$58,730.00)

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Skyline High School  
Sewer Main Line Replacement  
Project No. BG30719  
December 01, 2021

**PAYMENT BOND**  
**DOCUMENT 00 61 00 -1**

which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 2nd day of December, 2021.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

E R Plumbing & Construction  
Principal

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Skyline High School  
Sewer Main Line Replacement  
Project No. BG30719  
December 01, 2021

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

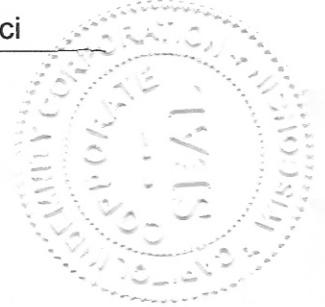
Surety

Capitol Indemnity Corporation

By: Patricia A. Marinucci  
Attorney-in-Fact

Patricia A. Marinucci

The above bond is accepted and approved this 2nd day of December, 2021.



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Skyline High School  
Sewer Main Line Replacement  
Project No. BG30719  
December 01, 2021

**PAYMENT BOND**  
**DOCUMENT 00 61 00 -3**

**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: CIC1918460

**KNOW ALL MEN BY THESE PRESENTS** that we, <sup>E R Plumbing</sup> & Construction, as Principal, and Capitol Indemnity Corporation, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of Fifty-Eight Thousand Seven Hundred Thirty Dollars N0/100(\$58,730.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated December 01, 2021, for construction of

***the Skyline High School Sewer Main Line replacement of entire 6" sewer main from Building #20 to 8" mainline; replacement of all building lateral connection damaged by large trees; backfilling and compacting all trenches; replacement of concrete and asphalt affected by pipe replacement; and removal of all construction related debris from Site to discard (the "Contract").***

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 2nd day of December, 2021, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

E R Plumbing & Construction  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

Capitol Indemnity Corporation  
(Corporate Surety)

1600 Aspen Commons Suite 300 Middleton, WI 53562  
(Business Address)



By: Patricia A. Marinucci  
Patricia A. Marinucci, Attorney-in-Fact

The rate of premium on this bond is \$25.00 per thousand.

The total amount of premium charged is \$1468.25.

The above must be filled in by Corporate Surety.

Lock Fields

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1918460

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

PATRICIA A. MARINUCCI; RICHARD A. BREDOW; JOHN ROSENBERG; KYLE W. KOZIOL

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

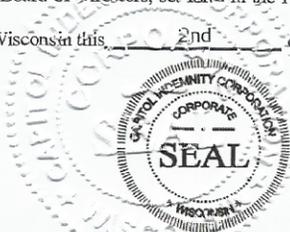


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 2nd day of December, 2021



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

CIC1918460  
E R Plumbing & Construction ~~XXX~~

**ACKNOWLEDGMENT**

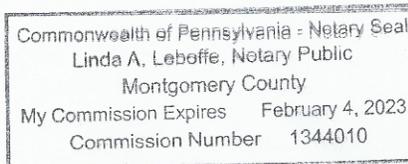
STATE OF Pennsylvania

COUNTY OF **Montgomery**

On December 2, 2021, before me, the undersigned officer, personally appeared, Patricia A. Marinucci, who acknowledges herself to be the **Attorney-in-Fact** of Capitol Indemnity Corporation, a corporation, being authorized to do so as the Attorney-in-Fact, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and Notary Seal.

  
Notary Public









**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.02% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured

Policy No. ERWC106223 Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_



**OAKLAND UNIFIED SCHOOL DISTRICT**  
*Community Schools. Inspiring Students.*

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Skyline High School Sewer Main Line Project	<b>Site</b>	219

Basic Directions	
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.	
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information					
<b>Contractor Name</b>	ER Plumbing & Construction	<b>Agency's Contact</b>	David Ball		
<b>OUSD Vendor ID #</b>	001567	<b>Title</b>	President		
<b>Street Address</b>	2346 East 29 <sup>th</sup> Street	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-388-0567	<b>Zip</b>	94601		
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	BG30719				

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	12-11-2021	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-21-2021
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$58,730.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LFP funds, please contact the State and Federal Office before completing requisition				
Resource #	Funding Source	Org Key	Object Code	Amount
8150	RRMA	010-8150-0-0000-8110-5671-988-9000-0503-99999	5671	\$58,730.00

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.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>
	<b>Director, Building and Grounds</b>			510-535-7082
	<b>Signature</b>	<b>Date Approved</b>	12/6/21	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	12/7/2021	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	12/7/21	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		