

Board Office Use: Legislative File Info.	
File ID Number	20-1693
Introduction Date	10-14-2020
Enactment Number	20-1536
Enactment Date	10/14/2020 lf



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning & Management Department

Board Meeting Date October 14, 2020

Subject Emergency Resolution and Change Order No.1 - Bay Construction- Sherman Elementary School Site - Sewer Repair Project - Buildings and Grounds Department

Action Requested Approval by the Board of Education of Resolution No. 2021-0082 - Emergency Construction, Futility of Bidding, and Approval Of Change Order for the Sherman Elementary School Site Storm Drain and Sewer Replacement Project to Bay Construction (“Contractor”), Oakland, CA, to provide a combination of additional construction services which consist of removing damaged asphalt, install new drainage system, replace fittings with cast iron and sewer clay piping, repair broken sections of pipes, in the amount of \$99,600.00 and 52 calendar days, and authorizing the President and Secretary of the Board to sign the Change Order for same with said contractor.

Discussion Competitive bidding was not necessary for the Change Order due to emergency circumstances. In addition, competitive bidding was not necessary because it would not have produced an advantage to the District. The sewer piping failed and needed to be replaced immediately. If not replaced, it would have become a health and safety issue for the District staff utilizing the site to facilitate distance learning. (Public Contract Code §22035 and 22050; *Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.*)

97.0%

LBP (Local Business Participation Percentage)

Recommendation Approval by the Board of Education of Resolution No. 2021-0082 - Emergency Construction, Futility of Bidding, and Approval Of Change Order for the Sherman Elementary School Site Storm Drain and Sewer Replacement Project to Bay Construction (“Contractor”), Oakland, CA, to provide a combination of additional construction services which consist of removing damaged asphalt, install new drainage system, replace fittings with cast iron and sewer clay piping, repair broken sections of pipes, in the amount of \$99,600.00 and 52 calendar days, and authorizing the President and Secretary of the Board to sign the Change Order for same with said contractor.

Fiscal Impact Deferred Maintenance Fund 14

Attachments

- Change Order
- Scope of Work
- Insurance Certificate

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

RESOLUTION NO. 2021-0082

**RESOLUTION FOR EMERGENCY CONSTRUCTION, FUTILITY OF BIDDING, AND APPROVAL OF
CHANGE ORDER**

WHEREAS, the District entered into a contract for \$135,000.00 with Bay Construction (“Contractor”) on April 8, 2020, for storm drain maintenance, for the latter to remove damaged asphalt to excavate an open trench to install a new drainage system (“Contract”) at Sherman Campus, 5328 Brann Street, Oakland, California, 94603 (the “Site”); and

WHEREAS, while the above contract work was underway at the Site, Contractor discovered broken sections of sewer pipe; and

WHEREAS, the Oakland Unified School District (“District”) prepared a change order (“Change Order”) to authorize Contractor to perform the repair work while Contractor had access to the sewer pipes, since allowing Contractor to repave the area after the storm drain maintenance was performed, but without repairing the broken sewer pipes, would have resulted in additional costs to the District, and since leaving the area unpaved and broken pipe sewer pipe exposed during any lapse of time between the storm drain maintenance and the sewer line repair work would have been a safety hazard; and

WHEREAS, the discovery of the broken sewer pipe was sudden, unexpected and required immediate action to prevent the broken pipe from resulting in further leakage and becoming a health and safety issue for District staff utilizing the Site to facilitate distance learning; and

WHEREAS, in order to abate the emergency, and to provide for the safety of District staff at the Site, the District immediately had to repair broken sections of the sewer pipe, replace fittings with cast iron and sewer clay piping, and remove additional asphalt to better access the sewer pipe (“Repair Work”) once the storm drain maintenance of the contract was complete, as failure to perform the Repair Work would have resulted in a health and safety issue for District staff at the Site; and

WHEREAS, the District and the Contractor priced the repairs in the Change Order to be ninety-nine thousand, six hundred dollars (\$99,600); and

WHEREAS, the District is subject to Public Contract Code section 20118.4(a), which requires competitive bidding for any change order that exceeds 10% of the contract price and the Change Order exceeds 10% of the Contract price; and

WHEREAS, there was insufficient time to competitively bid the contract for the Repair Work, as leaving the area unpaved and broken pipe sewer pipe exposed during any lapse of time between the storm drain maintenance and the sewer line repair work would have been a safety hazard, thus the District was required to expand the scope of Contractor's work to include the sewer line repair once the storm drain maintenance of the original contract was complete; 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, for the effective and timely management of the District, and for the prompt remediation of the above-described emergency, the District directed Contractor, commencing on or around August 3, 2020, to install 110LF of 4-inch pipes and 110 LF of 6-inch pipe, plus 6

catch basins; replace approximately 220 sewer clay pipes with 4-inch HDPE SDR 17; replace fitting with cast iron using neoprene rubber couplings; excavate at wye connection to trunk line in small play yard; hydro flush upstream; and repair broken sections in front yard area for ninety-nine thousand, six hundred dollars (\$99,600) to be paid by the District (the Change Order; see Attachment A to this resolution); and

WHEREAS, District staff believes that the Contractor’s quoted price to perform the Change Order is reasonable; and

WHEREAS, California law provides that “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694); and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding (*Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331; and

WHEREAS, bidding the work of the Change Order would not have affected the final result to the District except to delay the repair of the sewer line and create a health risk for District staff utilizing the Site to facilitate distance learning; and

WHEREAS, bidding the Change Order would not have produced an advantage to the District.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That, as described above, at the time that the District signed the Change Order, there was an emergency at the Site as defined by applicable statute(s) (“Emergency”);
3. That, as described above, at the time that the District signed the Change Order, in order to mitigate and minimize as quickly as possible the potential health and safety impact on students, the Repair Work had to commence immediately, the Repair Work would not have permitted the delays which would have resulted from a competitive bidding process, and this action was necessary to respond to the Emergency;
4. That, as described above, a renewed competitive public bidding process for the Repair Work at the Site would have been unavailing and would not have produced an advantage to the public or the District, and that the goals of the competitive bid process would not be served in that it would not obtain the best economic result for the public, on each of the following sufficient and independent grounds:

a. The Contractor's price for the Repair Work was reasonable, that a new contract with another provider would have likely increased District costs, that repaving the area after Contractor completed the storm drain maintenance work, but without completing the Repair Work, would have resulted in additional costs to the District, and leaving the area unpaved and broken pipe sewer pipe exposed during any lapse of time between the storm drain maintenance and the sewer line repair work would have been a safety hazard.

b. Going out to bid for the Repair Work would have caused substantial delay to the Repair Work, resulting in a health risk to District staff utilizing the Site to facilitate distance learning.

c. Hiring a different provider to perform the Repair Work would have caused coordination and interference problems with the Contractor, which might have further increased District costs;

5. That the Board hereby ratifies and approves the Change Order; and

6. 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 by the following vote:

[NOTE: Four-fifths vote is necessary to ratify and award under PCC §22050.]

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Aimee Eng, Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Shanthi Gonzales and President Jody London

NOES: None

ABSENT: Roseann Torres, Samantha Pal (Student Director) and Jessica Ramos (Student Director)

ABSTAINED: None

RECUSED: None

CERTIFICATION

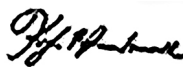
We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on October 14, 2020.

Legislative File	
File ID Number:	20-1693
Introduction Date:	10/14/2020
Enactment Number:	20-1536
Enactment Date:	10/14/2020
By:	lf

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to form



Deputy General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

CHANGE ORDER NO. 01

PROJECT: Storm Drain Replacement Project
Sherman Charter School

DATE: JULY 21, 2020

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: BAY CONSTRUCTION CO
4026 Martin Luther King Jr Way
Oakland, CA 94609

DSA FILE NO.: ____-_____
DSA APP NO.: ____-_____
OUSD PROJECT #: 19018
PROJECT MANAGER: Marc White

If not previously directed, the Contractor is hereby directed to perform the work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

___Scope: Install 110LF of 4" pipe and 110 LF of 6" pipe plus 6 catch basins. Replace approx. 220 of sewer clay pipe with 4-inch HDPE SDR 17. Replace fittings with cast iron using neoprene rubber couplings. Excavate at wye connection to trunk line in small ply yard. Hydro flush up stream. Repair broken sections in front yard area.

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$99,600.00__

AGREED ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: _52 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all allowances)	\$135,000.00
Total of Prior Change Orders' Adjustments:	+ \$_0
Total Contract Price Prior to this Change Order:	= \$135,000.00
This Change Order's Adjustment:	+ \$99,600.00
New Contract Price (including all allowances):	= \$234,600.00

Current Change Order's Percentage of Original Contract Price: 74%

Total Change Orders' Percentage of Original Contract Price: 74%

NOTE: Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	July 7, 2020
Time extensions granted in prior change orders:	0 Time
Time extension granted in this change order:	52 Calendar Days

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

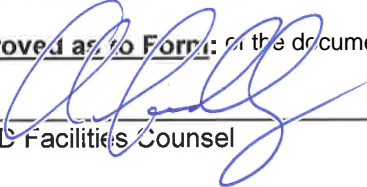
Adjusted contract completion deadline:

August 28, 2020

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.




Approved as to Form: of the document only



 OUSD Facilities Counsel

9/16/20

 Date

<p>Approved: Architect of Record</p> <p>Date:</p>	<p>Approved and Agreed: General Contractor</p> <p> _____ Date: 07/24/2020</p>	<p>Approved and Agreed:</p> <p> _____ Director of Building & Grounds</p> <p>Date: 7/27/20</p> <p> _____ Assistant Superintendent</p> <p>Date: 9/18/20</p>
<p>Approved: Electrical or Structural Engineer</p> <p>Date:</p>	<p>Approved: Mechanical Engineer</p> <p>Date:</p>	<p>Approved: Div. of the State Architect</p> <p>Date:</p>

Sherman school
OUSD
955 High Street, Oakland CA

Sewer repair change order

Job No. 19018

8-Jul-20

PCO No. 1

Summary: **Scope: Install 110LF of 4" pipe and 110 LF of 6" pipe plus 6 catch basins. Replace approx. 220 of sewer clay pipe with 4-inch HDPE SDR 17. Replace fittings with cast iron using neoprene rubber couplings. Excavate at wye connection to trunk line in small play yard. Hydro flush up stream. Repair broken sections in front yard area.**

Contractor: **Bay Construction Company**

Change Order Summary

Worked performed by subcontractor (total Page 3)
 Work performed by Bay Construction (total Page 2)

\$ -
 \$ 93,599.79

Subtotal excluding bond & insurance fees \$ **93,599.79**

Bonding& insurance fees \$ **6,000.21**

Proposal Total \$ **99,600.00**

Final Total \$ **99,600.00**

Bay Construction *Jennifer Li* **Date** 7/8/2020

Oakland _____ **Date** _____

Submitted by: Jennifer Li, Project Manager

Bay Construction Cost Breakdown
Index

<u>Description</u>	<u>Hrs.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Labor</u>	<u>Material</u>	<u>Equipment</u>	<u>Other</u>
Labor	<u>240</u>	<u>1</u>	<u>1</u>	\$52.63	\$ 12,631.20			
Equipment operator	<u>125</u>	<u>1</u>	<u>1</u>	\$60.90	\$ 7,612.50			
Plumber	<u>110</u>	<u>1</u>	<u>1</u>	\$66.17	\$ 7,278.70			
pipe						\$ 18,260.87		
Drains and Misc						\$ 10,434.78		
asphalt						\$ 6,086.96		
Concrete						\$ 3,213.04		
Additional mobilization								\$ 3,169.26
Temp facility								\$ 3,169.26
Equipment rent							\$ 7,391.30	
Building permit								\$ 633.85
Total					\$ 27,522.40	\$ 37,995.65	\$ 7,391.30	\$ 3,803.11
Labor					\$ 27,522.40			
<u>Burden</u>			<u>33%</u>	<u>\$ 9,082.39</u>				
Subtotal 1					\$ 36,604.79			
Material					\$ 37,995.65			
Sales tax			<u>0.0%</u>	\$ -				
<u>Allowable Mark-up</u>			<u>15%</u>	<u>\$ 5,699.35</u>				
Subtotal 2					\$ 43,695.00			
Equipment					\$ 7,391.30			
Delivery Costs				\$ -	\$ -			
Tax			<u>0.0%</u>	\$ -				
<u>Allowable Mark-up</u>			<u>15%</u>	<u>\$ 1,108.70</u>				
Subtotal 3					\$ 8,500.00			
Other					\$ 3,803.11			
Delivery Costs			<u>0</u>	\$ -				
Tax			<u>9.75%</u>	\$ 370.80				
<u>Allowable Mark-up</u>			<u>15%</u>	<u>\$ 626.09</u>				
Subtotal 4					\$ 4,800.00			
Total (this page)					\$ 93,599.79			

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Sherman Campus Storm Drain Replacement Project	Site	153
---------------------	--	-------------	-----

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.

Attachment Checklist	<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

Contractor Name	Bay Construction Company.	Agency's Contact	Yong Kay				
OUSD Vendor ID #	000642	Title	President				
Street Address	4026 Martin Luther King Jr., Way	City	Oakland	State	CA	Zip	94609
Telephone	510-658-7225	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19018						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-8-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-28-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 99,600.00
Other Expenses		Requisition Number	

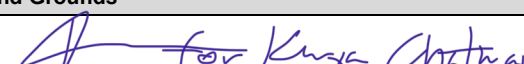
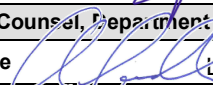

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0502	Fund 14 Deferred Maint.	140-0502-0-9016-8500-6273-153-9880-9000-9999-99999	6273	\$99,600.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Building and Grounds				
	Signature 	Date Approved	9/18/20		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	9/16/20		
	Interim Deputy Chief, Facilities Planning and Management				
3.	Signature 	Date Approved	9/18/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	20-0584
Introduction Date	4-7-2020
Enactment Number	20-0481
Enactment Date	4/7/2020 If



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
lot Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning & Management Department

Board Meeting Date April 7, 2020

Subject Award of Agreement Between Owner and Contractor - Competitively Bid - Bay Construction Company - Sherman Campus Storm Drain Replacement Project - Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Bay Construction Company ("Contractor"), Oakland, California, for the latter to provide remove damaged asphalt to excavate open trench to install new drainage system, for the Sherman Campus Storm Drain Replacement Project, in the amount of \$135,000.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **April 8, 2020**, and scheduled to last for **Ninety (90)** Calendar days pursuant to the contract.

Discussion The scope of work of the contract consists of repair and replacement services for storm drain replacement project. Contractor was selected through competitive bidding. (Public Contract Code 22034).

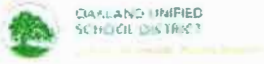
LBP (Local Business Participation Percentage) 97.00%

Recommendation Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Bay Construction Company ("Contractor"), Oakland, California, for the latter to provide remove damaged asphalt to excavate open trench to install new drainage system, for the Sherman Campus Storm Drain Replacement Project, in the amount of \$135,000.00, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **April 8, 2020**, and scheduled to last for **Ninety (90)** Calendar days pursuant to the contract.

Fiscal Impact Fund 14 - Deferred Maintenance Account

Attachments

- 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. 20-0584
 Department: Buildings & Grounds Department
 Vendor Name: Bay Construction Company
 Project Name: Sherman Campus Storm Drain Replacement Project No.: 19018
 Contract Term: Intended Start: 4-8-2020 Intended End: 7-7-2020
 Total Cost Over Contract Term: \$135,000.00
 Approved by: Charles Smith

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Bay Construction Company, was selected by the District as the lowest responsive and responsible bid, and given the contract's experience with similar projects and the level of complexity of the project, the District identified the chosen contractor as the most qualified.

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

Vendor will remove damaged asphalt to excavate open trench to install new drainage system, for the Sherman Campus Storm Drain Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *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 \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- 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 \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective April 8, 2020, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **BAY CONSTRUCTION COMPANY** hereinafter called the "Contractor."

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

the Sherman Campus Storm Drain Replacement Project, located at 5328 Brann Street,
Oakland, California, 94603,

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

OUSD – 955 High Street, Oakland, CA, 94601,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only as specified in Bid Form.

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."

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 **Ninety (90)** 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 **April 8, 2020**, in which case the deadline for completion would be **July 7, 2020**

Failure to Complete the Work within the Contract Time and in the manner provided

Construction Agreement – Bay Construction Company – Sherman Charter School Storm Drain Replacement Project - \$135,000.00

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 the amount herein set forth shall be the amount of 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: One Thousand \$1,000.00 for each calendar day.

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 the amount herein set forth 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: One Thousand \$ 1,000.00 for each calendar day.

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 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 **ONE HUNDRED THIRTY-FIVE THOUSAND, DOLLARS NO/100 (\$135,000.00)** 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 includes a general allowance (also known as a contingency allowance) of TEN THOUSAND DOLLARS (\$10,000.00) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual 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 or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention 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, 7, and 8 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.

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 Law 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 One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Two Million \$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 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

Approved As To Form:



OUSD Facilities Legal Counsel

3/12/20

Date

593411

CALIFORNIA CONTRACTOR'S
LICENSE NO.

05/2020

LICENSE EXPIRATION DATE

*4026 Martin Luther King Dr Way,
Oakland, California 94609
California*

NOTE:



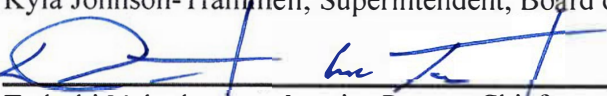
Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed 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.

waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders 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

	4/8/2020
Jody London, President, Board of Education	Date
	4/8/2020
Kyla Johnson-Trammell, Superintendent, Board of Education	Date
	3.13.20
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management	Date

CONTRACTOR


Signature

Yong Kay
Print Name

President
Title



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

Date: February 25, 2020

To: Juanita Hunter

From: Lupe Serrano, LBU Consultant

Subject: Sherman Charter School Storm Dain Replacement Project # 19018

The above reference project is subject to the District's Local Business Utilization Policy (LBU) 50% requirements.

SUMMARY:

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Sherman Charter School Storm Replacement Project submitted Kerex Engineering, Inc. and Bay Construction Company.

- Bay Construction Co. achieved 97% LBU (0% LBE and 97% SLBE/SLRBE)
- Kerex Engineering achieved 0% LBU (0% LBE and 0% SLBE/SLRBE) non responsive

RECOMMENDATION:

Based on the LBU Participation Worksheets, the Compliance Team finds Bay Construction Company to be the responsive bidder and eligible for contract award.

Local Business Utilization Program Consultants



DOCUMENT 00 61 00
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, ^{Mark Lee and Yong Kay, Inc.} ~~the~~ ^{d/b/a Bay Construction Co.,} as Principal, and ^{The Ohio Casualty Insurance Company} as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of ^{One Hundred Thirty-Five Thousand} ~~and no/100ths~~ Dollars (\$ 135,000.00) 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 April 8, 2020, for construction of Sherman Charter School Storm Drain Replacement Project No. 19018 located at 5328 Brann Street, Oakland, CA 94603

the _____ *[insert description and location of contract's work]* (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.


OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

PERFORMANCE BOND
DOCUMENT 00 61 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 5th day of March, 2020, 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)

Mark Lee and Yong Kay, Inc. dba
Bay Construction Co.

(Corporate Principal)

4026 Martin Luther King Jr. Way
Oakland, CA 94609

(Business Address)

(Affix Corporate Seal)

The Ohio Casualty Insurance Company

(Corporate Surety)

1340 Treat Blvd., #400
Walnut Creek, CA 94597

(Business Address)

By: 

Anthony F. Angelicola, Attorney-in-Fact

The rate of premium on this bond is \$20.00 per thousand.

The total amount of premium charged is \$2,700.00.

The above must be filled in by Corporate Surety.

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

PERFORMANCE BOND
DOCUMENT 00 61 00



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203198 - 969091

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola, Terrence T. Casey, Maureen E. Schmidt

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of San Francisco }

On 3/5/2020, before me, Carla M. Wilkins, Notary Public,

personally appeared Anthony F. Angelicola

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Carla M. Wilkins
SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

DOCUMENT 00 61 01
PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Mark Lee and Yong Kay, Inc. dba Bay Construction Co., 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 Project No. 19018 Contract, at Sherman Charter School *[insert location]*, which consists of Storm Drain Replacement* *[insert description and location of the Work under the Contract]*,
at 5328 Brann Street, Oakland, CA 94603

which said agreement dated April 8, 2020, 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 The Ohio Casualty Insurance Company ("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 One Hundred Thirty-Five Thousand and no/100ths Dollars (\$135,000.00) 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.

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

PAYMENT BOND
DOCUMENT 00 61 01

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 5th day of March, 2020.

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

Mark Lee and Yong Kay, Inc. dba
Bay Construction Co.

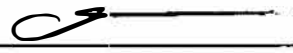
Principal



The Ohio Casualty Insurance Company

Surety

By:



Anthony F. Angelicola, Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

PAYMENT BOND
DOCUMENT 00 61 01



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203198 - 969091

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola, Terrence T. Casey, Maureen E. Schmidt

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of San Francisco }

On 3/5/2020, before me, Carla M. Wilkins, Notary Public,

personally appeared Anthony F. Angelicola

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Carla M. Wilkins
SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

REP 31
9073528-19
RENEWAL
NA
2-25-17-30
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2019 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

BAY CONSTRUCTION CO
4026 MARTIN LUTHER KING JR WAY
OAKLAND, CA 94609

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 2, 2019

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Sherman Charter School
 Project: Storm Drain Replacement
 Project #: 19018
 Estimate: \$300,000

Date: Thursday, February 20, 2020
 Time: 2:30 PM
 Project Mgr: Kenneth Wells
 Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener		Required Copy of Bid:	
Company:	Bay Construction Company	Base Bid:	\$ 125,000.00	Required Copy of Bid:	X
Address:	4026 Martin Luther King Jr. Way	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Oakland, CA 94609	TOTAL:	\$ 135,000.00	Addendum Acknow.	X
Phone:	510-658-7725	Alternates:		Bid Bond	X
Fax:	510-658-4890			Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		1:44 a.m.	2/20/2020	Contractor's Sub List	X
				Debarment Suspension & Sched Z	
				Local Business Participation Form	X
		Time Opened	Date Opened	DVBE Forms	X
		2:36 p.m.	2/20/2020		
Company:	Kerex Engineering, Inc.	Base Bid:	\$ 225,000.00	Required Copy of Bid:	X
Address:	P.O. Box 23831	Allowance:	\$ 10,000.00	Signed Bid Form	X
City/State:	Pleasant Hill, CA 94523	TOTAL:	\$ 235,000.00	Addendum Acknow.	
Phone:	347-613-5788	Alternates:		Bid Bond	X
Fax:	877-413-9730			Non-Collusion	X
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	X
		2:29 a.m.	2/20/2020	Contractor's Sub List	X
				Debarment Suspension & Sched Z	
				Local Business Participation Form	X
		Time Opened	Date Opened	DVBE Forms	X
		2:26 p.m.	2/20/2020		
Company:		Base Bid:		Required Copy of Bid:	
Address:		Allowance:	\$10,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Sched Z	
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	
Company:		Base Bid:		Required Copy of Bid:	
Address:		Allowance:	\$10,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Sched Z	
				Local Business Participation Form	
		Time Opened	Date Opened	DVBE Forms	

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning & Management
955 High Street, Upstairs Conference Room
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of Bay Construction Co., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Sherman Charter School Storm Drain Replacement Project, 5328 Brann Street, Oakland (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

<u>one hundred twenty five thousand</u> Dollars	<u>\$ 125,000</u>
<i>Base Bid Amount</i>	
<u>Ten Thousand</u> Dollars	<u>\$ 10,000.00</u>
<i>Contingency Amount</i>	
<u>one hundred thirty five thousand</u> Dollars	<u>\$ 135,000</u>
<i>Total Bid Amount</i>	
<i>Bidder acknowledges and agrees that the Total Bid accounts for any all Allowance</i>	

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Ten Thousand dollars (\$10,000.00)**.

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

BID FORM
DOCUMENT 00 31 01-1

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Bay Construction Co.
 Project: Sherman Charter School Storm Drain Replacement Project.
 Project #: 19016
 Estimate:

Bid Opening Date: 2/20/20
 Time: 2:30
 Project Mgr:
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
\$ 125000					
PRIME Company: Bay Construction Co. Address: 4026 Martin Luther King Jr. Way City/State: Oakland, CA 94609 Phone: (510) 658-7225	\$ 120950		97%		2170
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0%

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

APPROVAL- LBU Compliance Officer

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

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 19018

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

**BID FORM
DOCUMENT 00 31 01-2**

according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies that this contractor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

4026 Martin Luther King Jr. Way, Oakland, CA 94609

Our Public Liability and Property Damage Insurance is placed with:

Houston Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund.

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 2/10/20 Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

BID FORM
DOCUMENT 00 31 01-3

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and 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. Bids by corporations must be signed 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.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: Yong Kay

Title: President

Name of Company as Licensed in California: Mark Lee Yong Kay Inc DBA Bay Construction Co.

Business Address: 40216 Martin Luther King Jr. Way, Oakland, CA 94609

Telephone Number: (510) 658-7225

California Contractor License No.: 593411

Class and Expiration Date: A, B, C-27, C-33, 05/31/22

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: California

() Evidence of authority to bind corporation is attached.

Dated: February 20, 2020

Signed: 



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thinking Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Bay Construction Co.**
Project: Sherman Campus Storm Drain Replacement Project
Project #: 19018
Estimate: \$300,000

Bid Opening Date: Thursday, February 20, 2020
Time: 2:00 PM
Project Mgr: Kenneth Watts
Architect: N/A

Base Bid: \$125,000.00
Verified Local Business Participation Discount: 2 \$2,500.00
Base Bid W/LBP Discount: \$124,500.00

Based on Policy Calculation: 2%

BASE BID DOLLAR AMOUNT					
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments
PRIME Company: Bay Construction Co.	\$120,950		97%		
Address: 4026 Martin Luther King Jr. Way					
City/State: Coakland, CA					
Phone: 510-658-7225					
Fax: 510-658-4890					
Company:					
Address:					
City/State:					
Phone:					
Company:					
Address:					
City/State:					
Phone:					
TOTAL PARTICIPATION	\$120,950.00	0.0%	97.0%	0.0%	97.0%

Lupe Serrano

APPROVAL- LBU Compliance Officer

DOCUMENT 00 40 03
NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Contract: **Sherman Charter School Storm Drain Replacement Project**


The undersigned declares:

I am the President of Bay Construction Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 20, 2020 at Oakland [city], CA [state].


Signature

Yong Way
Print Name

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)
DOCUMENT 00 11 14

Owner: Oakland Unified School District
Contract: Sherman Charter School Storm Drain Replacement
Project No: 19018

I, Yong Kay, declare that I am the President
[insert title] of Bay Construction Co., the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit Bay Construction Co. [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that Bay Construction Co. [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on February 20, 2020, at Oakland [city],
CA [state].

Date: 2/20/20



Signature

Print Name: Yong Kay
Print Title: President

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Note: This document must be executed and submitted before Contractor may commence any work.

Contractor Firm Name: Bay Construction Co.
Supervisor/Foreman Name: Brian Merritt
Start Date: May 2020
Completion Date: July 2020
Location of Work: Oakland, CA
Hours of Work: 320
Length of Time on Grounds: 2 months
Number of Employees on the Job: 4

Yes No

Employees or sole proprietor will have more than limited contact with students as determined by Owner or Contractor, but if determined by Contractor, please explain the basis for such determination:

If "yes" is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- If you are not a sole proprietorship, employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

OAKLAND UNIFIED SCHOOL DISTRICT

FINGERPRINTING NOTICE & ACKNOWLEDGING
CERTIFICATION
DOCUMENT 00 43 00

Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 2/20/2020



Signature

Typed Name: Yang Kay

Title: President

Contractor: Bay construction Co.

OAKLAND UNIFIED SCHOOL DISTRICT

Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

**FINGERPRINTING NOTICE & ACKNOWLEDGING
CERTIFICATION
DOCUMENT 00 43 00**

DOCUMENT 00 43 00
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code

OAKLAND UNIFIED SCHOOL DISTRICT


**FINGERPRINTING NOTICE & ACKNOWLEDGING
CERTIFICATION
DOCUMENT 00 43 00**

Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

§45125.2(b.) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 2/20/20


Signature

Name: Yong Kay

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT

**FINGERPRINTING NOTICE & ACKNOWLEDGING
CERTIFICATION
DOCUMENT 00 43 00**

Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

DOCUMENT 00 52 00

SCHEDULE Z

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

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

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

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

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

Bay Construction Co.

Company Name



Signature of Authorized Representative

4026 MLK Jr Way, Oakland

Address

Yong Kay

Type or Print Name

CA 658 7225 2/20/20

Area Code

Phone

Date

Type or Print Name

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

END OF DOCUMENT

DOCUMENT 00 40 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Mark Lee and Yong Kay, Inc. dba Bay Construction Co. _____ as Principal and
The Ohio Casualty Insurance Company _____ as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of Ten percent of bid
_____ Dollars (\$ 10% _____) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Sherman Charter School Storm Drain
Replacement Project No. 19018 in
strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this
instrument under several seals this 19th day of February, 2020, the name
and corporate party being hereto affixed and these presents duly signed by its

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

BID BOND
DOCUMENT 00 40 00-1

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Mark Lee and Yong Kay, Inc. dba Bay Construction Co.

(Principal)

4026 Martin Luther King Jr. Way, Oakland, CA 94609

(Business Address)




The Ohio Casualty Insurance Company

(Corporate Surety)

1340 Treat Blvd., #400, Walnut Creek, CA 94597

(Business Address)

By: 

Anthony F. Angelicola, Attorney-in-Fact

The rate or premium of this bond is nil per thousand, the total amount of premium charged, \$ 0.

(The above must be filled in by Corporate Surety Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notary Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer).

OAKLAND UNIFIED SCHOOL DISTRICT
Sherman Charter School
Storm Drain Replacement
Project No. 19018
January 21, 2020

BID BOND
DOCUMENT 00 40 00-2

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

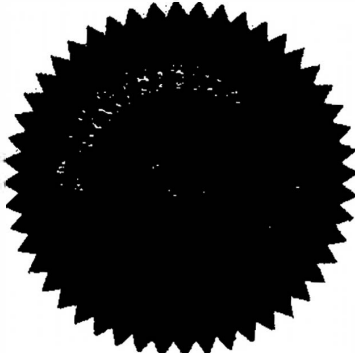
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7878105

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Maureen E. Schmidt; Terrence T. Casey

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of August 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of August 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February 2010



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of San Francisco }

On 2/19/2020, before me, Carla M. Wilkins, Notary Public,
personally appeared Anthony F. Angelicola

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 State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Carla M. Wilkins
SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

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

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

PRODUCER: USI Insurance Services, LLC, 2421 West Peoria Avenue, Suite 110, Phoenix, AZ 85029, 877 468-6516. CONTACT NAME: Christine Torrance, PHONE: 602 666-4830, E-MAIL: Christine.Torrance@USI.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Ironshore Specialty Insurance Co (NAIC # 25445), INSURER B: Hanover Insurance Company (NAIC # 22292).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability (Pollution), Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Builder's Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name & No. 19018; Sherman Charter School Storm Drain Replacement; 5328 Brann Street, Oakland, CA 94606 Proof of insurance

CERTIFICATE HOLDER: Oakland Unified School District, 955 High Street, Oakland, CA 94603. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2020

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

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

PRODUCER	Global Pro Insurance Services 4455 Stoneridge Drive Pleasanton, CA 94588 License #: 0B02597	CONTACT NAME: James Choe	
		PHONE (A/C, Ho, Ext): 925-264-8850	FAX (A/C, No): 925-264-8849
		E-MAIL ADDRESS: jchoe@globalproins.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED	Mark Lee & Yong Kay, Inc. DBA Bay Construction Co. 4026 Martin Luther King Jr Way Oakland, CA 94609	INSURER A: Houston Specialty Ins Co	12936
		INSURER B: Mercury Insurance Company	38342
		INSURER C: Western World Insurance Company	13196
		INSURER D: State Compensation Insurance Fund	35076
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000121-398026 REVISION NUMBER: 21

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	TEN-24229	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA040000049322	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		GLX1002119-00	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	9073528-2019	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OFF-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Sherman Charter School Storm Drain Replacement Project 5328 Brann Street, Oakland, CA 94606 - Project No. 19018
 Owner, its governing board, officers, agents, trustees, employees and others are named as Additional Insured under the Commercial General Liability policy; Primary & Non-Contributory Wording, Blanket Additional Insured Endorsements and Blanket Waiver of Subrogation for GL and WC are included per attached.

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEN0215 01 14

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,**
Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party as defined below, it is understood and agreed that in the event of a claim or "suit" caused in whole or in part by the Named Insured's negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

Absence of a specifically named Third Party above means this endorsement applies only to those third parties required to be named as an Additional Insured as Primary and Non-Contributory coverage specified in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".</p>	<p>ALL</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Only such Person or Organization where required in a written contract with the Named Insured under this policy, entered into prior to the loss or "occurrence".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Sherman Campus Storm Drain Replacement Project	Site	153
---------------------	--	-------------	-----

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.

Attachment Checklist	<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

Contractor Name	Bay Construction Company.	Agency's Contact	Yong Kay		
OUSD Vendor ID #	000642	Title	President		
Street Address	4026 Martin Luther King Jr., Way	City	Oakland	State	CA
Telephone	510-658-7225	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19018				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-8-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-7-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 135,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0502	Fund 14 Deferred Maint.	140-0502-0-9016-8500-6273-9880-9000-9999-99999	6273	\$135,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Building and Grounds				
	Signature <i>Marie White</i>	Date Approved	3/13/20		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	3/12/20		
	Interim Deputy Chief, Facilities Planning and Management				
3.	Signature <i>[Signature]</i>	Date Approved	3-13-20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			