

Board Office Use: Legislative File Info.	
File ID Number	17- 2429
Introduction Date	12-13-2017
Enactment Number	17-1731
Enactment Date	12/13/17 02



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer VEH
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 13, 2017

Subject Award of Bid and Agreement- Ray's Electric -Centro Infantil De La Raza Child Development Center Fire & Intrusion Project

Action Requested Approval by the Board of Education of Resolution No. 1718-0074, Award of Bid Agreement and Construction Contract on behalf of the District to Ray's Electric, Oakland, CA, for the Centro Infantil De La Raza CDC Fire & Intrusion Project, in the amount of \$346,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (70) days Calendar Days, commencing December 14, 2017, and ending on June 30, 2018.

Discussion Services required for the replacement of the existing fire & intrusion alarm and installation of a new one.

LBP (Local Business Participation Percentage) 90.00%

Recommendation Approval by the Board of Education of Resolution No. 1718-0074, Award of Bid Agreement and Construction Contract on behalf of the District to Ray's Electric, Oakland, CA, for the Centro Infantil De La Raza CDC Fire & Intrusion Project, in the amount of \$346,800.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase, with a Contract Duration: (70) days Calendar Days, commencing December 14, 2017, and ending on June 30, 2018.

Fiscal Impact Fund 21, Measure J

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Ray's Electric

Project Name: Centro Infantil CDC Fire Alarm Replaceme **Project No.:** 07093

Contract Term: Intended Start: 11/6/2017 Intended End: 11/6/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$346,800.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

The vendor was selected through competitive bidding (bidding process) as the lowest responsive bidder.

Summarize the services this Vendor will be providing.

The Scope of this project is to replace the existing fire alarm and intrusion alarm systems with new in main CDC classroom building and multipurpose portable in accordance with applicable codes and OUSD standards.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

The vendor was selected through competitive bidding (bidding process) as the lowest responsive bidder.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



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

RESOLUTION NO. 1718 - 0074

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE CENTRO INFANTIL DE LA RAZA CHILD DEVELOPMENT CENTER
FIRE & INTRUSION ALARM PROJECT**

WHEREAS, the District has heretofore requested bids, to replace the existing fire alarm and intrusion alarm systems with new in main CDC classroom building and multipurpose portable in accordance with applicable OUSD standards codes.

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

Contractor:	Location	Bid Amount
Ray's Electric	Oakland, CA	\$346,800.00
Eclipse Electric of California Inc.	Oakland, CA	[Non-Responsive]
Digital Design Communications	Oakland, CA	\$519,800.00

WHEREAS, the responsive bidder has either met the goals for the local business participation or a "good-faith" effort to do so as required by the District Policy for such participation;

WHEREAS, the bid received from Eclipse Electric of California was non-responsive as to the base bid amount,

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **RAY'S ELECTRIC** for the performance of the bid work, in the amount of **THREE HUNDRED FORTY-SIX THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$346,800.00)** shall be and is hereby accepted; all other bids are rejected, if any; and

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



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

RESOLUTION NO. 1718 - 0074

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE CENTRO INFANTIL DE LA RAZA CHILD DEVELOPMENT CENTER
FIRE & INTRUSION ALARM PROJECT**

Page 2 of 2

Passed by the following vote:

AYES: Jody London, Aimee Eng, Shanthi Gonzales, Vice President Nina Senn, President
James Harris

NOES: None

ABSTAINED: Jumoke Hinton Hodge, Roseann Torres

ABSENT: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **December 13, 2017**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **3rd** day of **November 2017**, by and between the Oakland Unified School District ("District" or "Owner") and **Ray's Electric** ("Contractor") ("Agreement").

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

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

PROJECT: **Centro Infantil De La Raza CDC Fire & Intrusion Alarm Installation**

PROJECT NO.: **07093**

RESOLUTION NUMBER: **1718-0074**

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

2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:

- (i) District-approved modifications, beginning with the most recent (if any);
- (ii) The Agreement;
- (iii) The Special Conditions (if any);
- (iv) Any Supplemental Conditions (if any);
- (v) The General Conditions;
- (vi) The remaining Division 0 documents;
- (vii) The Division 1 Documents (Specifications – General Conditions);
- (viii) The Division 2 through Division 32 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

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

- 3. Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **70** consecutive calendar days ("Contract Time") **commencing December 14, 2017, and concluding no later than June 30, 2018**, from the date specified in the District's Notice to Proceed. The District shall not

entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion: One thousand dollars and no cents (\$1,000.00)** per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **B- Building Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two hundred eighty-five thousand, eight hundred dollars and no cents

\$285,800.00 (Base Contract Amount)

+ \$Sixty-One thousand dollars

\$61,000.00, (Contingency Allowance Amount)

= Three hundred forty-six thousand, eight hundred dollars and no cents

\$346,800.00, ("Contract Price")

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

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

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

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


Cesar Monterrosa
Director of Facilities Planning & Management

11/14/17

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

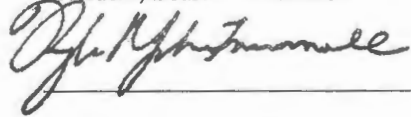
Dated: December 13, 2017

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____

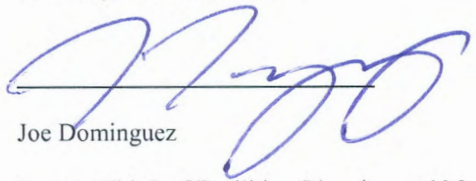
Print Name: James Harris

Print Title: President, Board of Education

By: _____


Print Name: Kyla Johnson-Trammell, Superintendent

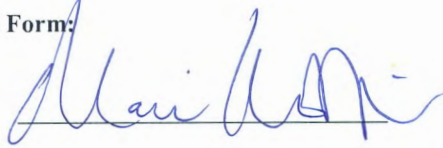
Print Title: Secretary, Board of Education

By: _____


Print Name: Joe Dominguez

Print Title: Deputy Chief, of Facilities, Planning and Management

Approved as to Form:

By: _____


Print Name: Marion McWilliams

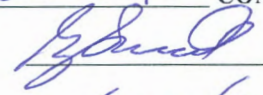
Print Title: Special Facilities Counsel

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

END OF DOCUMENT

Dated: 11-7-2017, 20__

RAY'S ELECTRIC CONTRACTOR

By: _____


Print Name: Greg Gruendel

Print Title: President

**Gruendl Inc/DBA Ray's Electric
Corporate Meeting Minutes**

Location: 411 Pendleton Way, Suite B, Oakland, CA. 94621

Date: November 6, 2017 @ 1:30pm

Attending: Greg Gruendl President & Treasurer, Carlos Franco Secretary, Stuart Gruendl Director

ACTION OF BOARD OF DIRECTORS OF GRUENDL INC BY WRITTEN CONSENT

Whereas, pursuant of the California Corporations Code and the Bylaws of Gruendl Inc, a California corporation (the Corporation) it is deemed desirable and in the best interests of the Corporation and of all persons interested therein that the following action be taken by the sole direction of the President of the Corporation pursuant of written direction.

Therefore be it resolved that the President of the Corporation hereby consent to, approve and adopt the following resolution:

Accept contract notification dated November 3, 2017 for project Oakland Unified School District, project #07093 Centro Infantil De La Raza CDC Fire & Intrusion Alarm Installation, Oakland California

Approved:  Greg Gruendl, President

In witness whereof, the undersigned, being the sole secretary of Gruendl Inc executed on November 6, 2017

Witness  Carlos Franco, Secretary

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Ray's Electric

Project: Centro Infantil CDC Fire & Intrusion Alarm Re-Bid

Project #: 07093

Estimate: \$200,000

Date: Thursday, October 26, 2017

Time: 2:00 pm

Project Mgr: John Howell

Architect: Jensen Hughes

Based Bid

\$ 285,800.00

Verified Local Business Participation

5.0%

\$ 14,290.00

Based Bid W/ LBP Discount

\$ 271,510.00

LBU Credit Based on Policy:
90.43%

This firm meets the minimum 50% LBU requirement and receives a 2% bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Ray's Electric				
Address: 411 Pendleton Way, Suite B				1
City/State: Oakland, CA			90.43%	2
Phone: (510) 577-7700				3
				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
TOTAL PARTICIPATION	0.00%	0.00%	90.43%	
				90.43% *

* Total LBU % Proposed

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Eclipse Electric of California

Project: Centro Infantil CDC Fire & Intrusion Alarm Re-Bid

Project #: 07093

Estimate: \$200,000

Date: Thursday, October 26, 2017

Time: 2:00 pm

Project Mgr: John Howell

Architect: Jensen Hughes

Based Bid

\$ 345,000.00

LBU Credit Based on Policy:

0.00%

Verified Local Business Participation

0.0%

\$

-

Based Bid W/ LBP Discount

\$ 345,000.00

NON-RESPONSIVE

This firm did not meet the minimum 50% LBU requirement and receive a bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Eclipse Electric of California				
Address: 8105 Edgewater Drive, #206				1 No LBP Information Received
City/State: Oakland, CA				2
Phone: (510) 878-2433				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4
TOTAL PARTICIPATION	0.00%	0.00%	0.00%	0.00% *

* Total LBU % Proposed



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications

Project: Centro Infantil CDC Fire & Intrusion Alarm Re-Bid

Project #: 07093

Estimate: \$200,000

Date: Thursday, October 26, 2017

Time: 2:00 pm

Project Mgr: John Howell

Architect: Jensen Hughes

Based Bid

\$ 458,800.00

LBU Credit Based on Policy:

0.00%

Verified Local Business Participation

0.0%

\$

-

Based Bid W/ LBP Discount

\$ 458,800.00

NON-RESPONSIVE

This firm did not meet the minimum 50% LBU requirement and receive a bid discount toward its based bid

	LBE	SLB	SLBR	COMMENTS:
Company: Digital Design Communications				
Address: 8135 Capwell Drive				1 No LBP Information Received
City/State: Oakland, CA				2
Phone: (510) 632-0650				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4
Company:				
Address:				1
City/State: Oakland, CA				2
Phone: (510)				3
				4
TOTAL PARTICIPATION	0.00%	0.00%	0.00%	0.00% *

* Total LBU % Proposed

APPROVAL- LBU Compliance Officer

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: RAY'S ELECTRIC
(Proper Name of Bidder)

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. **07130**

PROJECT: Re-Bid-Centro Infantil De La Raza CDC Fire and Intrusion Alarm Installation

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

<u>TWO HUNDRED EIGHTY FIVE THOUSAND EIGHT HUNDRED</u>	dollars	\$ <u>285,800.00</u>
Base Bid Amount		
<u>Sixty-one thousand</u>	dollars	\$ <u>61,000.00</u>
Contingency Allowance Amount		
<u>Three Hundred Forty Six Thousand Eight Hundred</u>	dollars	\$ <u>346,800.00</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices costs.		

Additive/Deductive Alternates:

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

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: GRUENOW INC, DBA RAY'S ELECTRIC
 Project: CENTRO INFANTIL CX FIRE & INTRUSION ALARM
 Project #: 07093
 Estimate: \$ 346,800.00

Bid Opening Date: OCTOBER 26, 2017
 Time: 2:00 PM
 Project Mgr: JOHN HOWELL
 Architect: JENSON HUGHES

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
\$ 285,800 —	\$ 250,450-			90.43%	4281
PRIME Company: RAY'S ELECTRIC Address: 411-B PENDLETON WAY City/State: OAKLAND, CA 94621 Phone: 510-577-7700					
Company: SIGNAWEST Address: 7300-D CANONAL AVE City/State: NEWARK, CA 94560 Phone:	\$ 27,350-				
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% 90.43%

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-2**

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	<i>Base Bid</i>	<i>LS</i>		<i>\$ 285,800 -</i>	<i>\$ 285,800 -</i>
2	<i>Allowance</i>	<i>LS</i>		<i>\$ 61,000 -</i>	<i>\$ 61,000 -</i>

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-Centro Infantil De La Raza Child
 Development Center
 Fire & Intrusion Alarm Installation
 Project No. 07093
 October 4, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-3**

RAY'S ELECTRIC
 411 PENDLETON WAY
 SUITE B
 OAKLAND, CA 94621

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>Sept. 14, 2017</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>Oct. 5, 2017</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-Centro Infantil De La Raza Child
 Development Center
 Fire & Intrusion Alarm Installation
 Project No. 07093
 October 4, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

**RAY'S ELECTRIC
 411 PENDLETON WAY
 SUITE B
 OAKLAND, CA 94621**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 26th day of OCTOBER 20 17

Name of Bidder: RAY'S ELECTRIC

Type of Organization: CORPORATION

Signed by: 

Title of Signer: Secretary

Address of Bidder: 411 Pendleton Way, OAKLAND, CA 94621

Taxpayer Identification No. of Bidder: 94-3106593

Telephone Number: 510-577-7700

Fax Number: 510-577-7706

E-mail: grug@rayselectric.net Web Page: www.rayselectric.net

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

**RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621**

Contractor's License No(s): No.: 682725 Class: A Expiration Date: 12/31/17
No.: 682725 Class: C10 Expiration Date: 12/31/17
No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: DIR# 1000005610

END OF DOCUMENT

RAY'S ELECTRIC
411 PENDLETON WAY
SUITE B
OAKLAND, CA 94621

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Eclipse Electric of California Inc.
(Proper Name of Bidder)

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. **07130**

PROJECT: Re-Bid-Centro Infantil De La Raza CDC Fire and Intrusion Alarm Installation

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

Two hundred & ninety five thousand	dollars	\$ 295,000	
<u>Three hundred & forty five thousand</u>		<u>345,000</u>	NB
Base Bid Amount			
Sixty-one thousand	dollars	\$ 61,000.00	
Contingency Allowance Amount			
Two hundred & ninety five thousand	dollars	295,000	
<u>Three hundred & forty five thousand</u>		<u>345,000</u>	NB
Total Bid Amount			

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices costs.

Additive/Deductive Alternates:

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

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: DIGITAL DESIGN COMMUNICATIONS
(Proper Name of Bidder)

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. **07130**

PROJECT: Re-Bid-Centro Infantil De La Raza CDC Fire and Intrusion Alarm Installation

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

<u>FOUR HUNDRED AND FIFTY EIGHT THOUSAND</u> Base Bid Amount <u>EIGHT HUNDRED</u>	dollars	\$ <u>458,800</u>
Sixty-one thousand Contingency Allowance Amount	dollars	\$ <u>61,000.00</u>
<u>FIVE HUNDRED AND NINETEEN THOUSAND AND</u> Total Bid Amount <u>EIGHT HUNDRED</u>	dollars	\$ <u>519,800.00</u>

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices costs.

Additive/Deductive Alternates:

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

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	FA DEVICE	EA	30	\$1500	
				\$ _____	\$ 45,000
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>9/14/17</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>10/05/17</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Re-Bid-Centro Infantil De La Raza Child
 Development Center
 Fire & Intrusion Alarm Installation
 Project No. 07093
 October 4, 2017

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 26th day of OCTOBER 20 17

Name of Bidder: DIGITAL DESIGN COMMUNICATIONS

Type of Organization: CONTRACTOR C/D

Signed by: [Signature]

Title of Signer: PRESIDENT

Address of Bidder: 8135 CARWELL DR.; OAKLAND, CA. 94621

Taxpayer Identification No. of Bidder: 94-3346238

Telephone Number: (510) 632-0650

Fax Number: (510) 632-6999

E-mail: vicm.zamora@dcdesign.com Web Page: www.dcdesign.com

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 785247 Class: C-10 Expiration Date: 10/31/18

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000002624

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Re-Bid-Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
October 4, 2017

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Re-Bid-Centro Infantil CDC
 Project: Fire & Intrusion
 Project #: 07093
 Estimate: \$200,000

Date: Thursday, October 26, 2017
 Time: 2:00 PM
 Project Mgr: John Howell
 Architect: Jensen Hughes

Signature of Witness to Bid Edy Crawford

Signature of Bid Opener H Chatman

Company: <u>Digital Design</u>	Base Bid:	<u>458,800.00</u>	Required Day of Bid:	
Address:	Allowance:	\$61,000.00	Signed Bid Form	
City/State:	TOTAL:	<u>519,800.00</u>	Addendum Acknow.	2
Phone:	Alternates:		Bid Bond	X
Fax:			Non-Collusion	X
			Iran Contracting Certificatoin	X
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
			Contractor's Sub List	X
	<u>Time Opened</u>	<u>Date Opened</u>		
			Required Doc's within 24 hrs	
			Debarment Suspension & Schd Z	
			Local Business Participation Form	
			DVBE Forms	

Company: <u>Ray's Electric</u>	Base Bid:	<u>285,800.00</u>	Required Day of Bid:	
Address:	Allowance:	\$61,000.00	Signed Bid Form	✓
City/State:	TOTAL:	<u>346,800.00</u>	Addendum Acknow.	2
Phone:	Alternates:		Bid Bond	✓
Fax:			Non-Collusion	✓
			Iran Contracting Certification	✓
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	✓
			Contractor's Sub List	✓
	<u>Time Opened</u>	<u>Date Opened</u>		
			Required Doc's within 24 hrs	
			Debarment Suspension & Schd Z	
			Local Business Participation Form	
			DVBE Forms	

Company: <u>Ealipse Electric</u>	Base Bid:	<u>345,000.00</u>	Required Day of Bid:	
Address:	Allowance:	\$61,000.00	Signed Bid Form	X
City/State:	TOTAL:	<u>406,000.00</u>	Addendum Acknow.	X
Phone:	Alternates:		Bid Bond	✓
Fax:			Non-Collusion	✓
			Iran Contracting Certification	✓
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	✓
			Contractor's Sub List	✓
	<u>Time Opened</u>	<u>Date Opened</u>		
			Required Doc's within 24 hrs	
			Debarment Suspension & Schd Z	
			Local Business Participation Form	
			DVBE Forms	

Company:	Base Bid:		Required Day of Bid:	
Address:	Allowance:	\$61,000.00	Signed Bid Form	
City/State:	TOTAL:		Addendum Acknow.	
Phone:	Alternates:		Bid Bond	
Fax:			Non-Collusion	
			Iran Contracting Certification	
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			Contractor's Sub List	
	<u>Time Opened</u>	<u>Date Opened</u>		
			Required Doc's within 24 hrs	
			Debarment Suspension & Schd Z	
			Local Business Participation Form	
			DVBE Forms	

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the SECRETARY of RAY'S ELECTRIC, the party making the foregoing bid.
[Title] [Name of Firm]

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 OCTOBER 26, 2017
[Date]

at OAKLAND, CA.
[City] [State]

Date: OCTOBER 26, 2017

Proper Name of Bidder: RAY'S ELECTRIC

Signature: 

Print Name: CARLOS FRANCO

Title: SECRETARY

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: CDC - FIRE + INTRUSION - 07093 ^{CENTRO INFANTIL DE LA RAZA} between Oakland Unified School District ("District") and RAY'S ELECTRIC ("Contractor" or "Bidder") ("Contract" or "Project").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete **OPTION 1**, check the corresponding box **and** complete the certification below. To complete **OPTION 2**, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) <u>RAY'S ELECTRIC</u>	Federal ID Number (or n/a) <u>94-3106583</u>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <u>CARLOS FRANCO - SECRETARY</u>	Date Executed <u>OCTOBER 26, 2017</u>

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
 Centro Infantil De La Raza Child Development Center
 Fire & Intrusion Alarm Installation
 Project No. 07093
 August 14, 2017

IRAN CONTRACTING ACT CERTIFICATION
DOCUMENT 00 45 01

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Gruendl, Inc. dba Ray's Electric, as Principal ("Principal"), and Endurance Assurance Corporation, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of Delaware and authorized to do business as a surety in the State of California, are held and firmly bound unto the Oakland Unified School District ("District") of Alameda County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Re-Bid Centro Infantil De La Raza Child Development ("Project" or "Contract").

Center - Fire and Intrusion Alarm Installation, Bid No. 07093

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, 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 the Contract or the call for bids, or to the work, or to the specifications.

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child Development
Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

BID BOND
DOCUMENT 00 43 13-1

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 17th day of October, 2017.

Gruendl, Inc. dba Ray's Electric

Principal

By 

Endurance Assurance Corporation

Surety

By  Virginia L. Black, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery Street, Suite 450, San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-1500

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child Development
Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

BID BOND
DOCUMENT 00 43 13-2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

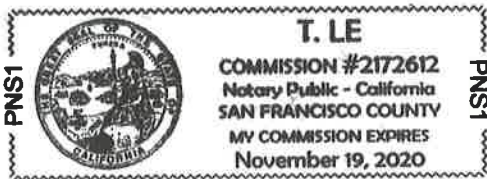
On October 17, 2017 before me, T. Le, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature T. Le
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint SUSAN M. EXLINE, M. MOODY, BETTY L. TOLENTINO, K. ZEROUNJIAN, KEVIN RE, JANET C. ROJO, VIRGINIA L. BLACK, FRANCIS E. COOK its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of June, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert, Senior Vice President

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims, Senior Vice President

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

On the 19th day of June, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of 2017.

(Corporate Seal)

October

Christopher Donelan, President

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,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, 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, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, 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 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By

Carol Frair
Carol Frair
for Joel Laucher
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.

Bond No. EACX13400020
Premium: \$5,896.00
Executed in Duplicate

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Centro Infantil De La Raza CDC Fire & Intrusion Alarm Installation, Project No. 07093, Resolution No. 1718-0074

("Project" or "Contract") which Contract dated November 3, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and Endurance Assurance Corporation ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Three Hundred Forty Six Thousand Eight Hundred AND 00/100 ---

Dollars (\$ 346,800.00 ---), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child Development
Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-1

District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of November, 2017.

Gruendl, Inc. dba Ray's Electric

Principal



By

Endurance Assurance Corporation

Surety



By

Virginia L. Black, Attorney-in-Fact

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child Development
Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

PERFORMANCE BOND
DOCUMENT 00 61 13.13-2

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery Street, Suite 450, San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-1500

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child Development
Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-3**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

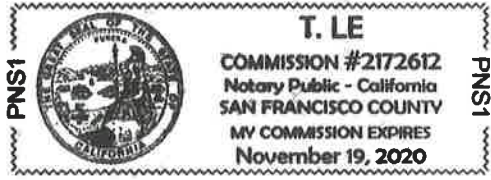
On November 7, 2017 before me, T. Le, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *T. Le*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint SUSAN M. EXLINE, M. MOODY, BETTY L. TOLENTINO, K. ZEROLIJAN, KEVIN RE, JANET C. ROJO, VIRGINIA L. BLACK, FRANCIS E. COOK its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of June, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

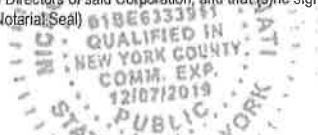
Marianne L. Wilbert (Signature)
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims (Signature)
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: Purchase
COUNTY OF WESTCHESTER

On the 19th day of June, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)



Nicholas James Benenali (Signature)

Nicholas James Benenali, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: Purchase
COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

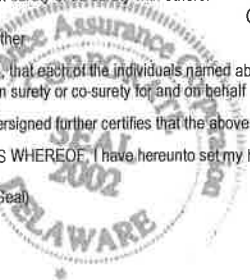
And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of November, 2017

(Corporate Seal)



Christopher Donelan (Signature)
CHRISTOPHER DONELAN, PRESIDENT

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,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, 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, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, 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 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
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.

Bond No. EACX13400020
Premium included in Performance Bond
Executed in Duplicate

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Centro Infantil De La Raza CDC Fire & Intrusion Alarm Installation, Project No. 07093, Resolution No. 1718-0074

("Project" or "Contract") which Contract dated November 3, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Endurance Assurance Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Three Hundred Forty Six Thousand Eight Hundred AND 00/100 --- Dollars (\$ 346,800.00 ---), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017



PAYMENT BOND
DOCUMENT 00 61 13.16-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of November, 2017.

<u>Gruendl, Inc. dba Ray's Electric</u> Principal	<u>Endurance Assurance Corporation</u> Surety
By 	By 
	By <u>Virginia L. Black, Attorney-in-Fact</u>
	<u>Arthur J. Gallagher & Co.</u> Name of California Agent of Surety
	<u>1255 Battery Street, Suite 450, San Francisco, CA 94111</u> Address of California Agent of Surety
	<u>(415) 391-1500</u> Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Centro Infantil De La Raza Child
Development Center
Fire & Intrusion Alarm Installation
Project No. 07093
August 14, 2017

**PAYMENT BOND
DOCUMENT 00 61 13.16-2**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

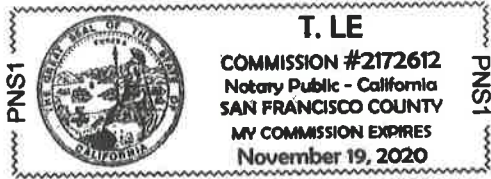
On November 7, 2017 before me, T. Le, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature J.L.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint SUSAN M. EXLINE, M. MOODY, BETTY L. TOLENTINO, K. ZEROUNIAN, KEVIN RE, JANET C. ROJO, VIRGINIA L. BLACK, FRANCIS E. COOK its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of June, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: Purchase
COUNTY OF WESTCHESTER

On the 19th day of June, 2017, before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: Purchase
COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of 2017.

November

(Corporate Seal)

Christopher Donelan signature

CHRISTOPHER DONELAN, PRESIDENT

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,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, 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, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, 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 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2017

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 Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 San Leandro CA 94577	CONTACT NAME: Luis Quinteros PHONE (A/C, No, Ext): (510)895-4800 FAX (A/C, No): (510)895-3995 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Landmark American Insurance Company</td> <td></td> <td>33138</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td></td> <td>36161</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td></td> <td>22314</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Landmark American Insurance Company		33138	INSURER B: Travelers Property Casualty Co of America		36161	INSURER C: RSUI Indemnity Company		22314	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A: Landmark American Insurance Company		33138																			
INSURER B: Travelers Property Casualty Co of America		36161																			
INSURER C: RSUI Indemnity Company		22314																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Gruendl Inc., DBA: Ray's Electric Inc. 411 Pendleton Way, Suite B Oakland CA 94621																					

COVERAGES

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 PD Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHA139502	06/11/2017	06/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DT8106402N106TIL17	06/11/2017	06/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 60,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242725	06/11/2017	06/11/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	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	DTJUB6G14552A17	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-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: Centro Infantil De La Raza Child Development Center Project # 07093.

Oakland Unified School District and Centro Infantil De La Raza Child Development Center are named as additional insured for general liability for offsite operations as per endorsement forms RSG15017 0615, CG2001 0413 & RSG14048 1008 attached. Workers' Compensation waiver is included for offsite operations as per endorsement form WC 99 03 76 (A) attached. All policies contain a 30 day notice of cancellation with 10 days for non-payment of premium.

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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 6/11/2017
forms part of Policy Number LHA139502
issued to Rays Electric Inc
by Landmark American Insurance Company

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 6/11/2017
forms part of Policy Number LHA139502
issued to Rays Electric Inc
by Landmark American Insurance Company



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (DTJUB-6G14552-A-17)

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

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.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Table with Project Name, Site, and values: Centro Infantil CDC Fire & Intrusion, 819

Basic Directions

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

Attachment Checklist table with checkboxes for insurance requirements

Contractor Information

Contractor Information table with fields for Contractor Name, Agency's Contact, Street Address, etc.

Term

Term table with Date Work Will Begin and Date Work Will End By

Compensation

Compensation table with Total Contract Amount, Pay Rate Per Hour, etc.

Budget Information

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

Budget Information table with Resource #, Funding Source, Org Key, Object Code, Amount

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.

Approval and Routing table with 5 rows for signatures and dates