

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1170
Introduction Date	05-28-2025
Enactment Number	
Enactment Date	



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer  
Kenya Chatman, Executive Director, of Facilities

**Board Meeting Date** May 28, 2025

**Subject** Change Order No. 3 to Agreement Between Owner and Contractor – Bay Construction Company – Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 3, by and between the **District and Bay Construction, Inc.**, Oakland, California, for the latter to provide additional programing changes in the Fire alarm system for final testing for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$8,732.85**, increasing the contract price from **\$1,115,555.40 to 1,124,288.25**, and extending the term of the Agreement for an additional 90 calendar days, from March 26, 2022, through March 31, 2025 to June 30, 2025. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Change Order is for additional fire alarm testing and an additional ninety (90) calendar days' time extension.

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Change Order No. 3, by and between the District and Bay Construction, Inc., Oakland, California, for the latter to provide additional programing changes in the Fire alarm system for final testing for the Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project, in the amount of \$8,732.85, increasing the contract price from \$1,115,555.40 to 1,124,288.25, and extending the term of the Agreement an additional 90 calendar days, from March 26, 2022, through March 31, 2025 to June 30, 2025. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure B

**Attachments**

- Change Order No. 3, and Other Documents
- Routing Form
- File ID's: 24-2895; 22-2524; 22-1178

## CHANGE ORDER

Owner: Oakland Unified School District  
Project: Fire & Intrusion Alarm Replacement  
School: Martin Luther King Jr. Elementary  
Contractor: Bay Construction Company

Change Order No.: 03

Date: April 15<sup>th</sup>, 2025

DSA File No.: 1-29  
DSA Application No.: 01-117211  
OUSD Project #: 15111  
Project Manager: Ellen Clements

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

Following the final Fire & Intrusion Alarm systems test at MLK ES, deficiencies were identified in the programming of the fire alarm points list within the panel, which needs to be updated per OUSD's request. Bay Construction will carry out the required programming changes in Fire alarm systems. This additional scope of work includes 16 hours for testing, 2 hours for coordination and a return visit for re-testing, all as part of the expanded scope.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$ 8,732.85

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 90 calendar days

Director Initials EC

4/22/25

**SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:**

Original Contract Price (include all special and contingency allowances):	<u>\$ 998,000.00</u>
Prior Change Orders:	+ \$ 117,555.40
Total Contract Price Prior to this Change Order	= \$ 1,115,555.40
This Change Order's Adjustment:	+ \$ 8,732.85
Adjusted Contract Price (include all special and contingency allowances):	= <u>\$ 1,124,288.25</u>

Current Change Order's Percentage of Original Contract Price:	<u>0.87 %</u>
Total Change Orders' Percentage of Original Contract Price:	<u>12.65 %</u>

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

**SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:**

Original contract time:	<u>90</u>	Calendar Days
Prior change order adjustments to contract time:	+ <u>952</u>	Calendar Days
This change order's adjustment to contract time:	+ <u>90</u>	Calendar Days
Adjusted contract time:	= <u>1132</u>	Calendar Days

Start Date per Notice to Proceed:	<u>May 26<sup>th</sup>, 2022</u>
Completion Deadline Based on Adjusted Contract Time:	<u>June 30<sup>th</sup>, 2025</u>

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

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

<p><b>Approved:</b> <b>Architect of Record</b></p> <p>Jasun Boles</p> <p><b>Print Name:</b></p> <p><b>Signature:</b></p> <p>04/21/2025</p> <p><b>Date:</b></p> <p><b>Approved as to Form:</b></p> <p>James Traber</p> <p><b>OUSD Facilities Counsel</b></p> <p><b>Date:</b> 04/30/2025</p>	<p><b>Approved and Agreed:</b> <b>General Contractor</b></p> <p>Juan Gonzalez</p> <p><b>Print Name:</b></p> <p><b>Signature:</b></p> <p>4-15-25</p> <p><b>Date:</b></p>	<p><b>Approved and Agreed:</b></p> <p>Executive Director, Facilities</p> <p>Date:</p> <p>Chief of Systems &amp; Services Officer</p> <p>Date:</p>
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319-661/7106499.1



OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ES FIRE ALARM & INTRUSION ALARM  
PROJ # 15111  
PCO#09 OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM

To: B. PATEL/PE  
From: E. Vinuya, PE/Chief Cost Estimator  
Date: 25-Mar-25

**General Comments:**

**1 GENERAL CONTRACTOR: BAY CONSTRUCTION**

No work performed by GC.

Per Contract, mark-ups by General Contractor to Subcontractor's work is only 5% OH&P  
+ 1.5% bond & insurance.

**2 FIRST TIER SUBCONTRACTOR: TULUM SYSTEM**

Manhours & labor hourly rate appear reasonable.

**3 SECOND TIER SUBCONTRACTOR: JOHNSON CONTROLS, INC.**

Manhours appear reasonable & labor hourly rate are per Contract.

**4 GENERAL CONTRACTOR's COST PROPOSALS** \$ 9,477.00

**ESTIMATED CONSTRUCTION COST FOR PCO#09** \$ 8,732.85

## COST ESTIMATE SUMMARY

Project Name:	<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	Project Number:	15111
	<b>MARTIN LUTHER KING JR. ES FIRE ALARM &amp; INTRUSION ALARM</b>	Date:	25-Mar-25
	<b>Oakland, CA</b>		

Decription : **PCO#09**  
**OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM**

Reference Drawing: Cost Proposal dated 03/24/2025  
 GEN. CONTRACTOR: BAY CONSTRUCTION

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ -	\$ -		\$ -
4				
5				
6				
7	\$ -	+ \$ -	+ \$ -	= \$ -
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25%	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25%	of Total Rental:	Incl.
12				
13	<b>Subtotal - Line 7 thru 12:</b>			<b>\$ -</b>
14				
15	General Contractor OH, B&I, &P:	10.00% *	Total Cost	\$ -
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18	<b>Subtotal - Line 13 thru 19:</b>			<b>\$ -</b>
19				
20	<b>Subcontractor's Cost - TULUM</b>			<b>\$ 8,194.08</b>
21	<b>TOTAL - Subcontractor's Cost</b>			<b>\$ 8,194.08</b>
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 409.70
24	<b>SUBTOTAL</b>			<b>\$ 8,603.79</b>
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:	1.50%		\$ 129.06
27	<b>SUBTOTAL</b>			<b>\$ 8,732.85</b>
28				
29	<b>TOTAL PROBABLE CONSTRUCTION COST - BAY CONSTRUCTION</b>			<b>\$ 8,732.85</b>

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	15111
	MARTIN LUTHER KING JR. ES FIRE ALARM & INTRUSION ALARM	Date:	25-Mar-25
	Oakland, CA		

Decription : PCO#09  
 OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM

Reference Drawing: Cost Proposal dated 03/06/2024  
 SUBCONTRACTOR: TULUM

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 2,277.440	\$ -			\$ 2,277.44
4				
5				
6				
7 \$ 2,277.44	+ \$ -	+ \$ -		= \$ 2,277.44
8				
9	Expenses:			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12:	\$ 2,277.44
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 227.74
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19:	\$ 2,505.18
19				
20	Subcontractor's Cost - JOHNSON CONTROLS, INC.			\$ 5,418.00
21	TOTAL - Subcontractor's Cost			\$ 5,418.00
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ 270.90
24			SUBTOTAL	\$ 8,194.08
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:	0.00%		\$ -
27			SUBTOTAL	\$ 8,194.08
28				
29	TOTAL PROBABLE CONSTRUCTION COST -TULUM			\$ 8,194.08

## Detailed Estimate

MARTIN LUTHER KING JR. ES FIRE ALARM & INTRUSION ALARM											
				LABOR COST			MATERIAL COST				
No.	PCO#09	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>DDC</b>									
<b>Project Description:</b>		<b>OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM</b>									
1	<b>SCOPE OF WORK:</b>										
2	Reprogram FA to Original System										
3											
4											
5											
6	<b>MATERIALS:</b>										
7	Not Used	0.00	LF	0.0000	0.00	\$ -	\$ -	\$ -	\$ -		
8					#REF!						
9	<b>LABOR:</b>										
10	Electrician/JM -	1.00	EA	16.00	16.00	\$ 142.34	\$ 2,277.44				
11											
12											
13											
14	<b>EQUIPMENT:</b>										
15	Not required	0.00	EA	0.00						\$ -	\$ -
16											
17											
18											
19											
20											
21	<b>SHEET TOTALS</b>				16.00	\$ 142.34	\$ 2,277.44		\$ -		\$ -

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	15111
	MARTIN LUTHER KING JR. ES FIRE ALARM & INTRUSION ALARM	Date:	25-Mar-25
	Oakland, CA		

Decription : PCO#09  
 OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM

Reference Drawing: Cost Proposal dated 03/06/2024  
 SUBCONTRACTOR: JOHNSON CONTROLS, INC.

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ 4,925.455	\$ -		\$ 4,925.45
4				
5				
6				
7	\$ 4,925.45	+ \$ -	+ \$ -	= \$ 4,925.45
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 4,925.45</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 492.55
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 5,418.00</b>
19				
20	<b>Subcontractor's Cost - JOHNSON CONTROLS, INC.</b>			<b>\$ -</b>
21	<b>TOTAL - Subcontractor's Cost</b>			<b>\$ -</b>
22				
23	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
24			<b>SUBTOTAL</b>	<b>\$ 5,418.00</b>
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:	0.00%		\$ -
27			<b>SUBTOTAL</b>	<b>\$ 5,418.00</b>
28				
29	<b>TOTAL PROBABLE CONSTRUCTION COST -JCI</b>			<b>\$ 5,418.00</b>

## Detailed Estimate

MARTIN LUTHER KING JR. ES FIRE ALARM & INTRUSION ALARM											
				LABOR COST			MATERIAL COST				
No.	PCO#09	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>DDC</b>									
Project Description:		OUSD DIRECTIVE TO REPROGRAM FA TO ORIGINAL PROGRAM									
1	<b>SCOPE OF WORK:</b>										
2	Reprogram FA to Original System										
3											
4											
5											
6	<b>MATERIALS:</b>										
7	Not Used	0.00	EA	0.0000	0.00	\$ -	\$ -	\$ -	\$ -		
8											
9	<b>LABOR:</b>										
10	Communication System/JM	1.00	EA	16.0000	16.00	\$ 273.64	\$ 4,378	\$ -	\$ -		
11	Communication System/JM, Coord	1.00	EA	2.0000	2.00	\$ 273.64	\$ 547	\$ -	\$ -		
12											
13											
14	<b>EQUIPMENT:</b>										
15	Not required	0.00	EA	0.00						\$ -	\$ -
16											
17											
18											
19											
20											
21	<b>SHEET TOTALS</b>				18.00	\$ 273.64	\$4,925.45		\$ -		\$ -

MLK School  
OUSD  
955 High Street  
Oakland, CA 94601

Job No. 15111

24-Mar-25

PCO No.

Change order No. 9

Summary:

OUSD Directive to reprogram FA to original program

Contractor:

Bay Construction Company

**Change Order Summary**

Work performed by subcontractor (total Page 3)

\$ 9,423.19

Work performed by Bay Construction (total Page 2)

\$ -

**Proposal Total**


\$ 9,423.19

**Bond and insurance 1.5%**

\$54.19

\$ 9,477.38

Bay Construction

 Date 3-29-25

**Submitted by:**

Juan Gonzalez, Project Manager

**Subcontractor Cost Breakdown**

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Labor</u>	<u>Material</u>	<u>Equipment</u>	<u>L/S Costs</u>
<u>DUSD Directive to reprogram FA to original program</u>							<u>\$ 8,194.08</u>
<b>Total</b>				\$ -	\$ -	\$ -	\$ 8,194.08
Labor			\$ -				
Employer's burden	33%		\$ -				
Allowable Mark-up	33%		\$ -				
Subtotal 1				\$ -			
Material			\$ -				
Sales tax	0.0%		\$ -				
Allowable Mark-up	0%		\$ -				
Subtotal 2				\$ -			
Equipment			\$ -				
Delivery Costs	0%		\$ -				
Tax	3.6%		\$ -				
Allowable Mark-up	16%		\$ -				
Subtotal 3				\$ -			
L/S Costs			\$ 8,194.08				
Allowable Mark-up	15%		\$ 1,229.11				
Subtotal 4				\$ 9,423.19			
<b>Grand Total (this page)</b>				<u>\$ 9,423.19</u>			

end: Page 3



**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S2

**CONTRACTOR:** TULUM SYSTEMS  
**PROJECT NAME:** MLK FA & IA Replacement  
**PROJECT NUMBER:**  
**CHANGE ORDER NUMBER:** TULUM-MLK-006  
**CHANGE ORDER DESCRIPTION:** OUSD directive to reprogram FA to original program

**DATE:** 3/3/2025

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	2,277.44	
2. Ten percent (10%) of Line 1	\$	227.74	
3. Sum of Lines 1 & 2			
4. TOTAL BURDEN LABOR COSTS	\$	2,505.18	
5. TOTAL MATERIAL COSTS	\$	-	
6. Fifteen percent (15%) of Line 5	\$	-	
7. Sum of Lines 5 & 6	\$	-	
8. Tax	\$	-	
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Fifteen percent (15%) of Line 9	\$	-	
11. Sum of Lines 9 & 10	\$	-	
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	6,418.00	
JCI	\$	5,418.00	
13. Five percent (5%) of line 12	\$	270.90	
14. Sum of Lines 12 & 13	\$	5,886.90	
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 8,194.08
COST OF BONDS			
TOTAL CHANGE ORDER			\$ 8,194.08

**NOTE:**

1. Re-program the FA system to original program.
2. Re-test FA system with new program prior to final test.

### INTELLIBID COST BREAKDOWN

**SHEET 92 OF 92**

**CONTRACTOR:** TULUM SYSTEMS

PROJECT NAME: MLK FA & IA Replacement

**PROJECT NUMBER:**

CHANGE ORDER NUMBER: TULUM-MLK-006

DATE: \_\_\_\_\_

3/3/2025

**CHANGE ORDER DESCRIPTION:** OUSD directive to reprogram FA to original program.

		LABOR			
NAME		HOURS	RATE		TOTAL
DIRECT COSTS	Electrical - Electrician	16.0	\$ 142.34	\$	2,277.44
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$	2,277.44
TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$	2,277.44

MATERIALS		
DESCRIPTION	COST	
MATERIAL COSTS (Without Sales Tax)	\$	-
FREIGHT, SHIPPING, HANDLING		-
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1	\$	-
SALES TAX ON MATERIAL AT 10.25% - Line 8 of Sheet 1	\$	-
TOTAL MATERIAL COSTS	\$	-

EQUIPMENT					
SIZE AND TYPE	I.D.#	HOURS	RATE	TOTAL	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
<b>TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)</b>				\$	-

**Johnson  
Controls**



## Change Order Proposal

**Johnson Controls Fire Protection**

6952 Preston Ave

Tel. No: 925-273-0100

Date: 03/03/2025

Customer: Tulum Systems

Customer Tel. No: 000-000-0000

Customer Fax. No:

Project: OUSD MLK Jr. ES FA Upgrd - CPQ

Customer PO/Cont No. \_\_\_\_\_

Customer RFP Number \_\_\_\_\_

Johnson Controls Contract No: 650181084

Johnson Controls CO No: CO-FA-001

Johnson Controls RFI No: \_\_\_\_\_

Contract Extension In days: \_\_\_\_\_

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: CO01

### Scope Of the Work:

The following change order is for programming changes that are being asked of from OUSD after the latest final inspection. Please note any changes deviating from the Initial design are subject to a change order for additional labor required. An additional day to return an re-test.

18 comm hours x \$301

2 coordination hours x \$301

Price of the Work: \$5,418.00

The above price includes all applicable taxes

Yes  
No

No ✓

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Johnson Controls Signature

Signature \_\_\_\_\_

Name: Gabriel Rodriguez

Title: Operations Manager

## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project</b>	<b>Site</b>	<b>182</b>
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Bay Construction Company.	Agency's Contact		Yong Kay			
OUSD Vendor ID #	000642	Title		President			
Street Address	4026 Martin Luther King Jr., Way	City	Oakland	State	CA	Zip	94609
Telephone	510-658-7225	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15111						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2025

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$8,732.85
<b>Other Expenses</b>		<b>Requisition Number</b>	

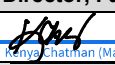
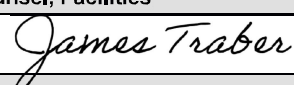

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9399/9654	Fund 21 Measure B	210-9399-0-9654-8500-6271-182-9180-9901-9999-15111	6271	8,732.85

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	05/01/2025		
	<small>Kevin Chatman (May 1, 2025 13:40 PDT)</small>				
2.	<b>OUSD Counsel, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	04/30/2025		
	<b>Chief Systems &amp; Services Officer,</b>				
3.	<b>Signature</b> 	<b>Date Approved</b>	05/02/2025		
	<small>Preston Thomas (May 2, 2025 07:10 PDT)</small>				
4.	<b>Chief Systems and Services Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-2895
Introduction Date	01-08-2025
Enactment Number	24-2379
Enactment Date	1/8/2025 CJH



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer  
Kenya Chatman, Executive Director

**Board Meeting Date** January 8, 2025

**Subject** Change Order No. 2 to Agreement Between Owner and Contractor – Bay Construction Company – Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 2 to Agreement Between Owner and Contractor by and between the **District** and **Bay Construction, Inc.**, Oakland, California, for a deductive Change Order and for an additional four pretest and inspection site visits to complete the project for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the deductive amount of **\$6,500.00**, decreasing the contract price from **\$1,122,055.40** to **\$1,115,555.40**, and extending the term of the Agreement by an additional 778 calendar days, from March 26, 2022, through February 13, 2023 to March 31, 2025. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This is a deductive Change Order and a time extension of an additional 778 calendar days.

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Approval by the Board of Education of Change Order No. 2 to Agreement Between Owner and Contractor by and between the District and Bay Construction, Inc., Oakland, California, for a deductive Change Order and for an additional four pretest and inspection site visits to complete the project for the Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project, in the deductive amount of \$6,500.00, decreasing the contract price from \$1,122,055.40 to \$1,115,555.40, and extending the term of the Agreement by an additional 778 calendar days, from March 26, 2022, through February 13, 2023 to March 31, 2025. All other terms and conditions of the Agreement remain in full force and effect.

**Fiscal Impact** Fund 21 Building Fund, Measure B

**Attachments**

- Change Order No. 2, and Other Documents
- Routing Form
- File ID: 22-2524; 22-1178

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

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## CHANGE ORDER

### For Design-Bid-Build Contract

**Owner:** Oakland Unified School District  
**Project:** Fire & Intrusion Alarm Replacement  
**School:** Martin Luther King Jr. Elementary  
**Contractor:** Bay Construction Company

**Change Order No.:** 02

**Date:** October 30th, 2024

**DSA File No.:** 1-29  
**DSA Application No.:** 01-117211  
**OUSD Project #:** 15111  
**Project Manager:** William Newby

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

The existing scope of services for this project includes Jensen Hughes' participation in, one fire alarm pretest, one intrusion alarm pretest, and one final inspection for each system. At the request of OUSD, we have participated in one pretest for fire and intrusion alarm systems and one fire alarm final inspection. As the project is not yet complete, we expect an additional four test and inspection site visits to complete the project. So, we're back charging the contractor for these additional services.

**TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: (\$ 6,500.00)**

**TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 778 calendar days**

## OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	<u>\$ 998,000.00</u>
Prior Change Orders:	+ <u>\$ 124,055.40</u>
Total Contract Price Prior to this Change Order	= <u>\$1,122,055.40</u>
This Change Order's Adjustment:	- <u>(\$ 6,500.00)</u>
Adjusted Contract Price (include all special and contingency allowances):	= <u>\$1,115,555.40</u>

Current Change Order's Percentage of Original Contract Price:	<u>- 0.65 %</u>
Total Change Orders' Percentage of Original Contract Price:	<u>11.77 %</u>

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

### SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	<u>90</u>	Calendar Days
Prior change order adjustments to contract time:	+ <u>174</u>	Calendar Days
This change order's adjustment to contract time:	+ <u>778</u>	Calendar Days
Adjusted contract time:	= <u>1042</u>	Calendar Days

Start Date per Notice to Proceed:	<u>May 26, 2022</u>
Completion Deadline Based on Adjusted Contract Time:	<u>March 31, 2025</u>

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.



## OAKLAND UNIFIED SCHOOL DISTRICT

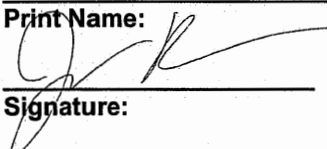
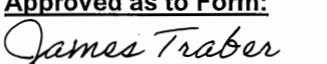
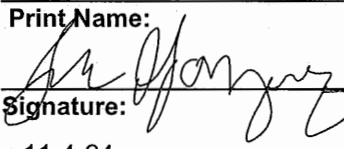

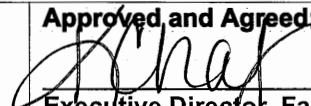
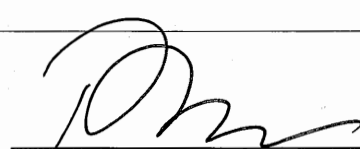
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body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

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

<b>Approved:</b> <b>Architect of Record</b>  Jasun Boles <hr/> <b>Print Name:</b>  <hr/> <b>Signature:</b>  November 01, 2024 <hr/> <b>Date:</b>  <b>Approved as to Form:</b>  <hr/> <b>OUSD Facilities Counsel</b>  Date: 11/22/2024	<b>Approved and Agreed:</b> <b>General Contractor</b>  Juan Gonzalez <hr/> <b>Print Name:</b>  <hr/> <b>Signature:</b>  11-4-24 <hr/> <b>Date:</b>  Name: Jennifer Brouhard Title: President, Board of Education  Sign:  Date: 1/9/2025	<b>Approved and Agreed:</b>  <hr/> <b>Executive Director, Facilities</b>  11/8/2024 <hr/> <b>Date:</b>   <hr/> <b>Chief Systems &amp; Services Officer,</b>  11/8/2024 <hr/> <b>Date:</b>
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## *Jensen Hughes Additional Services*

October 15, 2024

William Newby  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
william.newby@ousd.org  
+1 510-532-2802

RE: Martin Luther King Jr. Elementary School, 960 10<sup>th</sup> Street - Oakland, CA  
Additional Fire and Intrusion Alarm Consulting Services

Dear Mr. Newby,

Enclosed is our Request for Authorization of Additional Services for the referenced project, presented to the Oakland Unified School District (OUSD) (Client) for approval.

The Martin Luther King Jr. Elementary School fire and intrusion alarm replacement project started in June 2022. The estimated scope of work included witness of the preliminary and final acceptance tests of the fire and intrusion alarm systems. Jensen Hughes' original agreement with OUSD included participation in one pretest and final inspection observations for fire alarm system and one pretest and final inspection observations for intrusion alarm system.

The pretesting of the fire and intrusion alarm systems was completed in May 2024 and deficiency letters were issued. During the initial pretesting for the fire alarm system all parties were on site, except for JCI, so testing was required to be rescheduled. In August 2024, the fire alarm system final testing was performed, and previously issued deficiencies were identified as not being addressed. At the request of OUSD, a full pretest with no noted deficiencies is to be performed prior to rescheduling the fire and intrusion alarm final inspections. We have exceeded the number of additional meetings included in our agreement amendment.

Jensen Hughes is requesting additional funding for reinspection services along with project management and coordination through anticipated project completion. Additional costs are included for the 11-month warranty inspections of the fire and intrusion alarm systems in accordance with OUSD requirements. A record of Jensen Hughes' testing participation is attached for your reference.

1220 Concord Avenue, Suite 400  
Concord, CA 94520  
O: +1-925-938-3550

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or at [iasun.boles@jensenhughes.com](mailto:iasun.boles@jensenhughes.com)

Sincerely,

**Jensen Hughes**



**Iasun Boles**  
**Consultant**

Attachments: Enclosure - Change Number 2; List of Testing and Inspections

JB/FDM:rs

Y:\Shared\Proposals\Fire & Building Safety\WNC2024\24-0317-JIB\_OUSD MLK Jr. ES\_FA+IA Additional Testing\FBS-WNC-24-0317-JIB\_OUSD MLK Elementary School\_CO2 FA+IA Testing\_20241015-R1.docx

## Authorization for Additional Services

### CHANGE NUMBER: 02

<i>Date:</i>	October 15, 2024
<i>Project Name:</i>	Martin Luther King Jr. Elementary School
<i>Project Location:</i>	960 10th Street - Oakland, California
<i>Project No.:</i>	1DMS21008.000
<i>Original Contract Dated:</i>	June 3, 2021 Amendment No. 1, signed May 26, 2022 Amendment No. 2, executed February 15, 2024
<i>Client:</i>	Oakland Unified School District
<i>Contact:</i>	William Newby

## Description of Additional Services

1. The existing scope of services for this project includes Jensen Hughes' participation in, one fire alarm pretest, one intrusion alarm pretest, and one final inspection for each system. At the request of OUSD, we have participated in one pretest for fire and intrusion alarm systems and one fire alarm final inspection. As the project is not yet complete, we expect an additional four test and inspection site visits to complete the project. Please see attached list of testing dates and Jensen Hughes' staff member who attended for your reference.
2. Amendment No. 2 provided an extension to the term of our General Services Agreement, from June 29, 2023 to April 30, 2024, and is now expired. We are therefore requesting another extension to complete the project. An extension to January 2025 is requested.

### 11-MONTH WARRANTY INSPECTIONS

1. Witness one complete test of the existing fire alarm and intrusion alarm system, at around 11 months following the final completion of each system, at the Martin Luther King Jr. Elementary School campus with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop. Testing will include all devices associated with the fire alarm and intrusion alarm systems. One site visit is included for the testing of each system.
2. Prepare one letter identifying observations made during each test and any deficiencies noted. Submit letter to the Client.
3. If required, witness one retest of the fire and/or the intrusion alarm system for any corrections or modifications made to the system as a result of the observations letter provided by Jensen Hughes to confirm corrections are complete and final.
4. Submit one letter of completion for the warranty testing of each system to the Client.

## Professional Fee

The proposed Additional Services above will be provided by Consultant for a not-to-exceed lump sum fee of \$16,500, including necessary expenses.

<b>Net Increase for these Additional Services</b>	<b>\$ 16,500</b>
Original Contract Sum	\$ 80,190
Net Change by Previously Authorized Additional Services	\$ 6,150
Contract Sum Prior to this Additional Services Request	\$ 86,340
Net Increase for Additional Services described herein	\$ 16,500
New Contract Sum	\$ 102,840

## Terms + Conditions


The Client agrees to reimburse Jensen Hughes for any transportation and/or living expenses incurred by Jensen Hughes as a result of the Client cancelling or rescheduling a meeting or site visit. These expenses will be billed at cost plus 15%.

This agreement shall be subject to all other terms and conditions of the original agreement for this project, dated June 3, 2021, along with Amendment No. 1 and Amendment No. 2, between Jensen Hughes and the Client.

To initiate our services, please provide an amendment to our agreement at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

## Acknowledgement + Signature

*Jensen Hughes, Inc.:*



SIGNATURE

Jason Boles

PRINTED NAME

Consultant

TITLE

October 15, 2024

DATE

*Oakland Unified School District:*

SIGNATURE

PRINTED NAME

TITLE

DATE

***Attachment 1. Martin Luther King Jr. Elementary School - List of Testing and Inspections Attended by Jensen Hughes during Construction Administration Phase***

<b><i>Meeting#</i></b>	<b><i>Employee Name</i></b>	<b><i>Meeting Date</i></b>	<b><i>Inspection</i></b>	<b><i>Notes</i></b>
1.	Secoda, David	5/28/2024	IA Pretest	Included
2.	Boles, Jasun	5/29/2024	FA Pretest (JCI no show)	Included
3.	Boles, Jasun	5/30/2024	FA Pretest	Included
4.	Boles, Jasun	8/8/2024	FA Final	Included

*Four additional future site visits are anticipated to project completion as follows:*

5.	Boles, Jasun	TBD	IA Retest	Additional
6.	Boles, Jasun	TBD	FA Retest	Additional
7.	Boles, Jasun	TBD	IA Final	Additional
8.	Boles, Jasun	TBD	FA Final	Additional

Required 4 additional tests/site visits for the project to complete.

- a. Upon request by the OUSD Project manager, the OUSD Alarm Shop may participate in the fire alarm pre-test. Cost for OUSD Alarm Shop participation shall be covered by the OUSD Project Manager or by the Contractor.
3. As needed, other contractors shall participate to test and adjust fire alarm interfaced equipment (e.g., sprinkler, mechanical, elevator contractor, etc.).
4. A copy of the DSA-approved plans shall be available on site during the test.
5. Any deficiencies identified during the pre-test shall be corrected and re-tested prior to calling for final acceptance.
- F. The contractor shall perform a complete final acceptance test of the installation.
  1. The fire alarm system shall be stable (i.e., no trouble signals or unwanted alarms) for a period of one week prior to the final acceptance test.
  2. Before requesting final acceptance of the installation, the contractor shall provide a written statement to the OUSD Project Manager stating:
    - a. The installation is 100% complete.
    - b. The installation has been installed in accordance with the approved plans.
    - c. The installation has been pre-tested in accordance with the manufacturer's published instructions, NFPA requirements, and OUSD Standards.
    - d. The installation is fully operational.
  3. The B&G Alarm Shop, general contractor, electrical contractor, alarm contractor(s), IOR, and OUSD's alarm consultant shall participate in the final acceptance test.
  4. As needed, other contractors shall participate to test and adjust fire alarm interfaced equipment (e.g., sprinkler, mechanical, elevator contractor, etc.).
  5. The final acceptance test will not be scheduled until the written statement and NFPA 72 Record of Completion Form have been submitted to the OUSD Project Manager.
- G. The final acceptance test shall be coordinated with the OUSD Alarm Shop. The OUSD Alarm Shop shall be notified 72 hours prior to acceptance testing.
- H. If the system requires a retest, all costs for the retest shall be the responsibility of the prime contractor. Costs for a retest shall include the involvement of OUSD's alarm consultant, JCI (for supervision), the project inspector (IOR), B&G Alarm Shop personnel, and any other contractor needed for testing various fire alarm interfaces (e.g. sprinkler mechanical, elevator, etc.).**
- I. Testing shall include verification of alarms, labels, and device addresses via CSG-SafeLinc emails and confirmed with the contractor, JCI/Simplex, or OUSD's fire alarm consultant during the testing. Multiple alarms may be transmitted to the monitoring station if CSG-SafeLinc is fully operational.
- J. The off-site signals, FIRE ALARM, TROUBLE, SUPERVISORY, and CARBON MONOXIDE ALARM shall be tested by activating the appropriate devices. OUSD's Supervising Station vendor shall report FIRE ALARM and FIRE RESTORAL, TROUBLE and TROUBLE RESTORAL, and SUPERVISORY and SUPERVISORY RESTORAL (where applicable).
- K. Testing of fire sensors shall be by smoke or heat. No magnet testing shall be allowed. A Solo smoke, heat and CO tester shall be used (www.solo-tester.com) for testing devices.

**OUSD Fire Alarm  
System Standards**



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project</b>	<b>Site</b>	<b>182</b>
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Bay Construction Company.	Agency's Contact	Yong Kay				
OUSD Vendor ID #	000642	Title	President				
Street Address	4026 Martin Luther King Jr., Way	City	Oakland	State	CA	Zip	94609
Telephone	510-658-7225	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15111						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	03-31-2025

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	(\$6,500.000)
<b>Other Expenses</b>		<b>Requisition Number</b>	



### Budget Information

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

<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9399/9654	Fund 21 Measure B	210-9399-0-9654-8500-6271-182-9180-9901-9999-15111	6271	(\$6,500.00)

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director				
	Signature  <small>Preston Thomas (Nov 26, 2024 12:37 PST)</small>	Date Approved	Nov 26, 2024		
2.	Counsel, Facilities and Planning				
	Signature 	Date Approved	11/22/2024		
	Deputy Chief, Facilities Planning and Management				
3.	Signature  <small>Preston Thomas (Nov 26, 2024 12:37 PST)</small>	Date Approved	Nov 26, 2024		
	Chief Systems and Services Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			



**CHANGE ORDER**  
**NO. 1- File ID:22-2524**  
**Change Order No. 1**

Board Office Use: Legislative File Info.	
File ID Number	22-2524
Introduction Date	11/30/2022
Enactment Number	22-2067
Enactment Date	11-30-2022 CJH



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** November 30, 2022

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Bay Construction Company – Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Resolution No. 2223-0156 and Change Order No. 1 by and between the **District** and **Bay Construction, Inc.**, Oakland, California, for extra work, including Asbestos Removal of Work and differential time work. The Change Order will provide funds to hire an abatement contractor to perform specialized services in mitigating hazardous materials exposure to the school grounds. The General Contractor will also need to complete work during the second shift (3:00 pm to 12:00 am) due to school being in session, for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$124,055.40**, increasing the contract price from **\$998,000.00** to **\$1,122,055.40**, and extending the completion deadline to February 13, 2023 (an additional 174 days), pursuant the Change Order.

**Discussion** This Change Order is for Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project for extra work which includes Asbestos Removal of Work and differential time work. Competitive bidding was not required due to the absence of any advantage in doing so. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-647.) Resolution No. 2223-0156 authorizing use of the Graydon exception to public bidding is before the Board for consideration and approval.

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **Bay Construction, Inc.**, Oakland, California, for extra work, including Asbestos Removal of Work and differential time work. The Change Order will provide funds to hire an abatement contractor to perform specialized services in mitigating hazardous materials exposure to the school grounds. The General Contractor will also need to complete work during the second shift (3:00 pm to 12:00 am) due to school being in session, for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$124,055.40**, increasing the contract price from **\$998,000.00** to **\$1,122,055.40**, and extending the completion deadline to February 13, 2023 (an additional 174 days), pursuant the Change Order.

**Fiscal Impact**

Fund 21 Building Fund, Measure B

**Attachments**

- Resolution No. 2223-0156
- Change Order No. 1, and Other Documents
- Routing Form
- File ID 22-1178

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

**RESOLUTION NO. 2223-0156**

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**RESOLUTION OF THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED  
SCHOOL DISTRICT DECLARING THE FUTILITY OF PUBLIC BIDDING FOR  
THE ADDITIONAL ASBESTOS WORK  
AT MARTIN LUTHER KING JR. ELEMENTARY SCHOOL, AND  
APPROVING A CHANGE ORDER FOR THAT WORK**

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**WHEREAS**, the Oakland Unified School District (“District”) and Mark Lee & Yong Kay, Inc., DBA Bay Construction Company (“Contractor”) entered into a contract for Contractor to install and replace fire alarm detectors at Martin Luther King Jr. Elementary School (“Project”);

**WHEREAS**, the District used competitive bidding for the Project under Public Contract Code section 22032 and Contractor was the lowest responsive, responsible bidder for the Project and was awarded a contract for the Project for Nine Hundred Ninety-Eight Thousand and NO/100 Dollars (\$998,000.00) (“Contract Price”);

**WHEREAS**, the District would like to issue a change order for additional work on the Project (“Additional Work”);

**WHEREAS**, Contractor has provided a quote for the Additional Work and is able to complete the Additional Work for One Hundred Twenty-Four Thousand Fifty-Five and 40/100 Dollars (\$124,055.40), which exceeds the limit for change orders that are not competitively bid, as established by Public Contract Code section 20118.4;

**WHEREAS**, the District’s architect (Jensen Hughes), project manager (William Newby), and District staff believe that the Contractor’s quoted price to perform the Additional Work is reasonable;

**WHEREAS**, going out to bid for the Additional Work would result in substantial delay to the Project and the Additional Work at Martin Luther King Jr. Elementary School, resulting in significantly increased costs for the District;

**WHEREAS**, the Additional Work for the Project must be provided by the Contractor to ensure continuity of quality and appearance of the work;

**WHEREAS**, hiring a contractor other than the Contractor to perform the Additional Work would result in waste, inefficiency, delay, and potentially void the warranty on the Contractor’s work, which would increase the expense of the District because the Contractor is familiar with the District’s needs, is acquainted with the Project, and has assembled its staff and crew to continue the Project;

**WHEREAS**, bringing in a new contractor to perform the Additional Work, which is related and similar to the work being performed by Contractor for the Project, would create coordination and interference problems with the Contractor, which would increase the District's expense;

**WHEREAS**, if the District were to bid the Additional Work, the prices of those bids would likely be higher than the price of Contractor's quote for the Additional Work because Contractor is familiar with the District's needs and is acquainted with the District's site and is already mobilized;

**WHEREAS**, California law provides that "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

**WHEREAS**, competitively bidding the Additional Work will not affect the final result to the District except to further delay completion of the Project and increase the cost of the Project, which would not produce an advantage to the District;

**NOW THEREFORE**, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the Additional Work would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Additional Work.
4. Accordingly, District's governing body hereby approves a change order with the Contractor to perform the Additional Work, which change order is attached hereto, without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the Board of Education of the Oakland Unified School District at a regularly scheduled meeting on the 9th day of November 2022, by the following vote:

**AYES:** Aimee Eng, VanCedric Williams, Mike Hutchinson, Kyra Mungia, Vice President Benjamin "Sam" Davis, President Gary Yee

**NOES:** None

ABSTAIN: None

ABSENT: Student Director Natalie Gallegos Chavez, Student Director Linh Le, Clifford Thompson



12-1-2022

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President, Board of Education

Attest:



12-1-2022

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Secretary, Board of Education

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728 • Fax 510/535-7040

## CHANGE ORDER NO.   1

### Design-Bid-Build Contract

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: Martin Luther King Jr. Elementary

**DATE:** 10/20/22

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT

**DSA FILE NO.:** 1-29

**CONTRACTOR:** BAY CONSTRUCTION

**DSA APP NO.:** 01-117211

4026 Martin Luther King Jr Way  
Oakland CA, 94609

**OUSD PROJECT #:** 15111

**PROJECT MANAGER:** William Newby

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

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

#### PCO No. 1 – Asbestos Removal of Work & Differential Time Work

OTHER AGREED CHANGES TO THE CONTRACT: \_\_\_\_\_

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: **\$124,055.40**

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER:   174   calendar days

#### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	<b>\$998,000</b>
Total of Prior Change Orders' Adjustments:	<b>+ \$0</b>
Total Contract Price Prior to this Change Order:	<b>= \$998,000</b>
This Change Order's Adjustment:	<b>+ \$124,055.40 =</b>
New Contract Price (including all allowances):	<b>\$1,122,055.40</b>

Current Change Order's Percentage of Original Contract Price: **12.4%**

Total Change Orders' Percentage of Original Contract Price: **12.4%**

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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Division of Facilities Planning and Management • 955 High Street Oakland, California**  
**94601 • Phone 5101535-2728 • Fax 5101535-7040**

**SUMMARY OF ADJUSTMENT TO CONTRACT TIME FOR COMPLETION:**

Original Contract Time:	90 Calendar Days
Time extensions granted in prior change orders:	+0 Calendar Days
Time extensions granted in this change order:	+174 Calendar Days =
Adjusted Contract Time:	264 Calendar Days

Start date per Notice to Proceed:	May 26, 2022
Completion Deadline Based on Adjusted Contract Time:	February 13, 2023

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

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

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

**Approved as to Form:**

  
\_\_\_\_\_  
OUSD Facilities Counsel




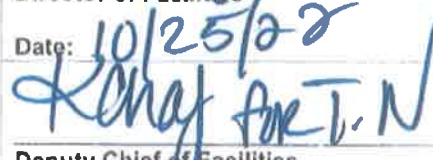
11/2/22  
\_\_\_\_\_  
Date 12-1-2022

Gary Yee, President Board of Education

\_\_\_\_\_  
Date 12-1-2022

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

\_\_\_\_\_  
Date

<b>Approved:</b> <b>Architect of Record</b>   <b>Date: 24-OCT-2022</b>	<b>Approved and Agreed:</b> <b>General Contractor</b>   <b>Date: 10/24/22</b>	<b>Approved and Agreed:</b>  <b>Director of Facilities</b> <b>Date: 10/25/22</b>  <b>Deputy Chief of Facilities</b> <b>Date: 10/25/22</b>
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# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER REQUEST (or Proposed Change Order) No.   1

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: Martin Luther King Jr. Elementary

**DATE:** 10/20/22

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

**DSA FILE NO:** 1-29  
**DSA APP NO.:** 01-117211  
**OUSD PROJECT #:** 15111  
**PROJECT MANAGER:** William Newby

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

Costs associated with Abatement Subcontractor work and monitoring included in Cal Inc and ACC Proposals  
Costs associated with Tulum night shift work in rates provided

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: 124,055.40

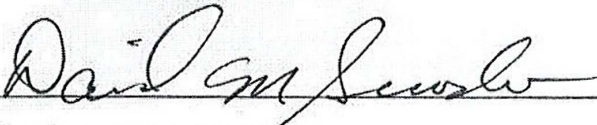
PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*

# OAKLAND UNIFIED SCHOOL DISTRICT


Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510.1879-1860

## AUTHORIZED SIGNATURES:

  
Initiated by: Architect of Record  
25-OCT-2022  
DATE

  
Reviewed By: Project Manager  
10/25/22  
DATE

  
Acknowledged By: General Contractor:  
10/24/22  
DATE

  
OUSD Approval: Director of Facilities:  
10/28/22  
DATE

  
OUSD Approval: Deputy Chief, Facilities:  
10/28/22  
DATE

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM  
PROJ # 15111  
PCO#1 ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK

To: W. NEWBY/PM  
From: Emil Vinuya, PE/Chief Cost Estimator  
Date: 12-Oct-22

General Comments:

1 GENERAL CONTRACTOR: BAY CONSTRUCTION CO.

**Per Contract, General Contractor's bond & insurance premium should only be 1.5%. Bay Construction rate is equivalent to 4.33% (\$ 5,640)**

2 SUBCONTRACTOR: CAL INC. ( DRILL HOLES & HAZ MAT)

CAL INC. cost appears reasonable for the drill holes/hazmat.

CAL Inc. cost for demo conduits & wires is an allowance of \$16, 000 based on daily rate of \$1938 for 2-man asbestos crew.

3 SUBCONTRACTOR: TULUM SYSTEMS

Tulum shift differential rates are per approved agreed rates.

4 GENERAL CONTRACTOR's COST PROPOSALS \$ 128,025.53

ESTIMATED CONSTRUCTION COST FOR PCO#1 \$ 124,055.40

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: **12-Oct-22**

Description : **PCO#1  
ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**

Reference Drawing: Cost Proposal dated 8/10/2022  
GEN. CONTRACTOR: BAY CONSTRUCTION

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ .	\$ -			\$ -
4				
5				
6				
7 \$ .	+ \$ -	+ \$ -		= \$ .
8				
9	Expenses:			
10	Material Sales Tax.....	10.25% .....	of Total Material: \$	-
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			Subtotal - Line 7 thru 12: \$	-
14				
15	General Contractor OH, B&IP, &P:	15.00% •	Total Cost	\$ -
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			Subtotal - Line 13 thru 19: \$	-
19				
20	Subcontractor's Cost - CAL, INC. #1 (Drilling Penetrations)		\$	20,616.00
21	Subcontractor's Cost - CAL, INC. #2 (Dump Box)		\$	1,800.00
22	Subcontractor's Cost - CAL#3 ( Demo exiting conduit/wires)		\$	16,000.00
23	Subcontractor's Cost - ACC#1 (Testing reports)		\$	5,150.00
24	Subcontractor's Cost - ACC#2 (Monitoring & final reports)		\$	16,280.00
25	Subcontractor's Cost - TULUM #1 ( training class & clearance)		\$	9,835.30
26	Subcontractor's Cost - TULUM #2 (Differential Work)		\$	54,227.12
26	TOTAL - Subcontractor's Cost		\$	123,908.42
27				
28	General Contractor OH&P on Sub Cost:	5.00% •	\$	6,195.42
29			SUBTOTAL	\$ 130,103.84
30	Misc Expenses: Travel, Lodging, Food, Rental, etc.....		\$	-
31	Subcontractor Bond & ins.:	1.50%	\$	1,951.56
32			SUBTOTAL	\$ 132,055.40
33			Credit for Bay's Construction Own Work	\$ (8,000.00)
34	TOTAL PROBABLE CONSTRUCTION COST - BAY CONSTRUCTION		\$	124,055.40

## Detailed Estimate

MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/12/21122	
No.	PC0#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST			
					M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GEN. CONTRACTOR		BAY CONSTRUCTION									
Project Description:		ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK									
1	SCOPE OF WORK:										
2	Supervision	0.00	Days	0.00	0.00	\$ -	\$ -				
3											
4	MATERIALS:										
5	Not Used	0.00		0.00	0.00	\$ -	\$ -	\$ -	\$ -		
6											
7											
8	LABOR:										
9	Supervision Work	1.00	LS	0.00	0.00	\$6,000.00	\$ -	Included in 5% OH&P.			
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Included Under Labor Rates	0.00	EA	0.00						\$ -	\$ -
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	SHEETTOTALS				0.00	#DIV/0!	\$0.00	\$ -		\$ -	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Description : PC0#1  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
Making Holes on the Wall**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: CAL INC.

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL	
1	SHEET 1 of 2					
2	SHEET 2 of 2					
3	\$ 18,741.82	\$ -	\$ -		\$	18,741.82
4		\$ -	\$ -		\$	-
5		\$ -	\$ -		\$	-
6						
7	\$ 18,741.82	+ \$ -	+ \$ -		= \$	18,741.82
8						
9	<b>Expenses:</b>					
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$	-	
11	Rental Sales Tax.....	10.25% .....	of Total Rental:		Incl.	
12						
13	Subtotal - Line 7 thru 12:					\$ 18,741.82
14						
15	General Contractor OH, B&IP, &P:	10.00% •	Total Cost	\$	1,874.18	
16	(Overhead, Bond & Insurance Premiums & Profit)					
17						
18	Subtotal - Line 13 thru 19:					\$ 20,616.00
19						
20	Subcontractors Cost - None					\$ -
21						
22	TOTAL • Subcontractors Cost					\$ -
23						
24	General Contractor OH&P on Sub Cost:	5.00% *		\$	-	
25						
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$	-	
27	Subcontractor Bond & ins.:			\$	-	
25						
26	TOTAL PROBABLE CONSTRUCTION COST -CAL #1					\$ 20,616.00

## Detailed Estimate

IIARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/12/2021	
No.	PC0#1				LABOR COST			MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUBCONTRACTOR:		CAL INC.									
Project Description:		Making Holes on the Wall									
1	SCOPE OF WORK:										
2	Making Hall on the Wall	10.00	Days	1.00	10.00	\$ 100.00	\$ 1,000				
3											
4	MATERIALS:										
5	Included Under Labor Rates	0.00		0.00	0.00	\$ -	\$ -	\$ -	\$ -		
6											
7											
8	LABOR:										
9	Asbestor Worker/JM	2.00	EA	80.00	160.00	\$ 117.14	\$ 18,742				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Included Under Labor Rates	0.00	EA	0.00						\$ -	\$ -
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	SHEET TOTALS				0.00	#DIV/0!	\$18,741.82	\$ -		\$ -	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland,CA**

Project Number:  
Date: 12-Oct-22

Description : PC0#1  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
Additional Haz Mat Dump Fees**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: CAL INC.

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ -	\$ -	\$ -	\$ -
4		\$ 1,800	\$ -	\$ 1,800.00
5		\$ -	\$ -	\$ -
6				
7	\$ -	+ \$ 1,800.00	+ \$ -	= \$ 1,800.00
8				
9	<b>Expenses:</b>			
10	Material Sales Tax .....	10.25% .....	of Total Material:	Incl.
11	Rental Sales Tax .....	10.25% .....	of Total Rental:	Incl.
12				
13	Subtotal - Line 7 thru 12:			\$ 1,800.00
14				
15	General Contractor OH, B&IP, &P:	10.00% •	Total Cost	Incl.
16	'(Overhead, Bond & Insurance Premiums & Profit)			
17				
18	Subtotal - Line 13 thru 19:			\$ 1,800.00
19				
20	Subcontractor's Cost - None			\$ -
21				
22	TOTAL - Subcontractor's Cost			\$ -
23				
24	General Contractor OH&P on Sub Cost:	5.00%'		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
28				
29	TOTAL PROBABLE CONSTRUCTION COST -CAL #2			\$ 1,800.00



## Detailed Estimate

MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
Date: 10/12/2022											
No.	PC0#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST			
					M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUBCONTRACTOR:		CAL INC.									
Project Description:		Additional Haz Mal Dump Fees									
1	SCOPE OF WORK:										
2	Additional Dump	1.00	EA	0.00	0.00	\$ -	\$ -				
3											
4	MATERIALS:										
5	Additional Dump Fees	1.00		0.00	0.00	\$ -	\$ 1	\$1,800.00	\$ 1,800.00		
6											
7											
8	LABOR:										
9	Asbestor Worker/JM	0.00	EA	0.00	0.00	\$ -	\$ -				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Included Under Labor Rates	0.00	EA	0.00						\$ -	\$ -
21											
22											
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29											
30											
31	SHEET TOTALS				0.00	#DIV/0!	\$0.00		\$ 1,800.00		\$ -

# COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Decription : **PC0#1  
ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
DEMO EXISTING CONDUIT & WIRES**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: CAL INC.

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL	
1	SHEET 1 of 2					
2	SHEET 2 of 2					
3	\$ 12,760.00	\$ 1,761.00	\$ -		\$	12,760.00
4			\$ -			
5		\$ -	\$ -		\$	-
6						
7	Subtotal - Line 3 thru 6: \$ 12,760.00	\$ 1,761.00	\$ -		\$	14,521.00
8						
9	<b>Expenses:</b>					
10	Material Sales Tax.....		10.25% .....	o!Total Material:		Incl.
11	Rental Sales Tax.....		10.25% .....	o!Total Rental:		Incl.
12						
13				Subtotal - Line 7 thru 12:	\$	14,521.00
14						
15	General Contractor OH, B&IP, &P:		10.00% •	Total Cost	\$	1,452.10
16	(Overhead, Bond & Insurance Premiums & Profit)					
17						
18				Subtotal - Line 13 thru 19:	\$	15,973.10
19						
20				Subcontractors Cost - None	\$	-
21						
22				TOTAL - Subcontractors Cost	\$	-
23						
24	General Contractor OH&P on Sub Cost:		5.00%'		\$	-
25						
26	Misc Expenses: Travel, Lodging, Food, Rental, etc. ....				\$	-
27	Subcontractor Bond & ins.:				\$	-
28						
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## Detailed Estimate

MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
Date: 10/12/2022											
No.	PC0#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST			
					M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUBCONTRACTOR:		CAL INC.									
Project Description:		DEMO EXISTING CONDUIT & WIRES									
1	SCOPE OF WORK:										
2	Additional Dump	1.00	EA	0.00	0.00	\$ -	\$ -				
3											
4	MATERIALS:										
5	Disposal	1.00	LS	0.00	0.00	\$ -	\$ -	\$1,761.00	\$ 1,761.00		
6											
7											
8	LABOR:										
9	Asbestor Worker/JM	2.00	EA	58.00	116.00	\$ 110.00	\$ 12,760				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Included Under Labor Rates	0.00	EA	0.00						\$ -	\$ -
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	SHEET TOTALS				0.00	#DIV/0!	\$12,760.00		\$ 1,761.00		\$ -

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Description : **PC0#1  
ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
TESTING REPORT**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
SUBCONTRACTOR: **ACC Environmental Consultants**

Total Labor Costs		B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL	
1	SHEET 1 of 2					
2	SHEET 2 of 2					
3	\$ -	\$ -	\$ -		\$ -	
4		\$ 5,150	\$ -		\$ 5,150.00	
5		\$ -	\$ -		\$ -	
6						
7	\$ -	+ \$ 5,150.00	+ \$ -		= \$ 5,150.00	
8						
9	<b>Expenses:</b>					
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -		
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.		
12						
13	<b>Subtotal - Line 7 thru 12:</b>					<b>\$ 5,150.00</b>
14						
15	General Contractor OH, B&IP, &P:	10.00% •	Total Cost	Included		
16	'(Overhead, Bond & Insurance Premiums & Profit)					
17						
18	<b>Subtotal -Line 13 thru 19:</b>					<b>\$ 5,150.00</b>
19						
20	<b>Subcontractor s Cost - None</b>					<b>\$ -</b>
21						
22	<b>TOTAL - Subcontractor s Cost</b>					<b>\$ -</b>
23						
24	General Contractor OH&P on Sub Cost:	5.00%.		\$ -		
25						
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -		
27	Subcontractor Bond & ins.:			\$ -		
25						
26	<b>TOTAL PROBABLE CONSTRUCTION COST -ACC#1</b>					<b>\$ 5,150.00</b>

## Detailed Estimate

MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
		LABOR COST				MATERIAL COST					
No,	PC0#1	No, of Units	Per	M.H. Per Unit	M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>TESTING REPORT</b>									
1	<b>SCOPE OF WORK:</b>										
2	ACC Environmental Consultants			0.00	0.00	\$ 100.00	\$ -				
3											
4	<b>MATERIALS:</b>										
5	limited Asbestos & Lead Survey & Report	1.00	LS	0.00	0.00	\$ -	\$ -	\$3,500.00	\$ 3,500.00		
6	PLM (Asb, Bulk)	65.00	EA	0.00	0.00	\$ -	\$ -	\$ 22.00	\$ 1,430.00		
7	Lead Bulk Sample	22.00	EA	0.00	0.00	\$ -	\$ -	\$ 10.00	\$ 220.00		
8											
9											
10											
11											
12	<b>LABOR:</b>										
13	See above	0.00	EA	0.00	0.00	\$ -	\$ -				
14											
15											
16											
17											
18											
19											
20	<b>EQUIPMENT:</b>										
21	See above	0.00	EA	0.00						\$ -	\$ -
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$0.00		\$ 5,150.00		\$ -

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Description : **PCO#1  
ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
MONITORING AND FINAL REPORT**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: ACC Environmental Consultants

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 14,880.00	\$ -	\$ -		\$ 14,880.00
4	\$ 1,400	\$ -		\$ 1,400.00
5	\$ -	\$ -		\$ -
6				
7 \$ 14,880.00	+ \$ 1,400.00	+ \$ -		= \$ 16,280.00
8				
9 <b>Expenses:</b>				
10 Material Sales Tax.....	10.25% .....	of Total Material: \$		-
11 Rental Sales Tax.....	10.25% .....	of Total Rental: Incl.		
12				
13			Subtotal • Line 7 thru 12: \$	16,280.00
14				
15 General Contractor OH, B&IP, &P: 10.00% • Total Cost			Included	
16 '(Overhead, Bond & Insurance Premiums & Profit)				
17				
18			Subtotal • Line 13 thru 19: \$	16,280.00
19				
20			Subcontractor(s) Cost • None	\$ -
21				
22			TOTAL - Subcontractor(s) Cost	\$ -
23				
24 General Contractor OH&P on Sub Cost: 5.00%'			\$	-
25				
26 Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$	-
27 Subcontractor Bond & ins.:			\$	-
25				
26			TOTAL PROBABLE CONSTRUCTION COST - ACC#2	\$ 16,280.00

## Detailed Estimate

MARTIN LUTHER KING JR. SCHOOL FIRE ALARM & INTRUSION ALARM											
				LABOR COST			MATERIAL COST				
No.	PC0#1	No. of Units	Per	M.H. Per Unit	M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>MONITORING AND FINAL REPORT</b>									
1	<b>SCOPE OF WORK:</b>										
2	ACC Environmental Consultants			0.00	0.00	\$ 100.00	\$ -				
3											
4	<b>MATERIALS:</b>										
5	Abatement Oversight ( 8 hour shift)	10.00	EA	8.00	80.00	162112	\$ 13,000				
6	Sr. PM, Tech Oversight	1.00	EA	10.00	10.00	\$ 188.00	\$ 1,880				
7	Lead Bulk Sample (24 hours)	10.00	EA	0.00	0.00	\$ -	\$ -	\$ 25.00	\$ 250.00		
8	PCM Sample • 24 Hour	20.00	EA					\$ 20.00	\$ 400.00		
9	Final Report	1.00	EA					\$ 750.00	\$ 750.00		
10											
11											
12	<b>LABOR:</b>										
13	See above	0.00	EA	0.00	0.00	\$ -	\$ -				
14											
15											
16											
17											
18											
19											
20	<b>EQUIPMENT:</b>										
21	See above	0.00	EA	0.00						\$ -	\$ -
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32	<b>SHEET TOTALS</b>				<b>0.00</b>	<b>#DIV/0!</b>	<b>\$14,810.00</b>		<b>\$ 1,400.00</b>		<b>\$ -</b>

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Description : PC0#1  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
TRAINING CLASS & CLEARANCE**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: TULUM

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 4,435.30	\$ 3,400.00	\$ 2,000.00		\$ 9,835.30
4		\$ -		\$ -
5		\$ -		\$ -
6				
7 \$ 4,435.30	+ \$ 3,400.00	+ \$ 2,000.00		= \$ 9,835.30
8				
9	<b>Expenses:</b>			
10	Material Sales Tax .....	10.25% .....	of Total Material: \$	-
11	Rental Sales Tax .....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	\$ 9,835.30
14				
15	General Contractor OH, B&IP, &P:	0.00% •	Total Cost	\$ -
16	(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal • Line 13 thru 19:</b>	\$ 9,835.30
19				
20			Subcontractors Cost - None	\$ -
21				
22			<b>TOTAL • Subcontractors Cost</b>	\$ -
23				
24	General Contractor OH&P on Sub Cost:	5.00%'		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
25				
26			<b>TOTAL PROBABLE CONSTRUCTION COST-TULUM#1</b>	\$ 9,835.30



# Detailed Estimate

<div> <div>MARTIN -;Jf;</div> <div>SCHOOL FIRE ALARM &amp; INTRUSION ALARM</div> <div>11fil(if</div> </div>											
		LABOR COST				MATERIAL COST					
No.	PC0#1	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	UnH Cost	Total Cost	UnH Cost	Total Cost
<b>SUBCONTRACTOR:</b>		TULUM, INC.									
<b>Project Description:</b>		TRAINING CLASS & CLEARANCE									
1	SCOPE OF WORK:										
2	Training Class & Clearance	1.00	LS					\$3,400.00	\$ 3,400.00		
3	CredH for Anticipated										
4	PENETRATIONS										
5	Electrician/JM	1.00	EA	-30.00	-30.00	\$130.45					
6											
7	CERTIFICATION FOR										
8	ASBESTOS CLASS III										
9	Electrician/JM	4.00	EA	64.00	256.00	\$130.45					
10											
11											
12											
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16											
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19											
20											
21											
22											
23											
24											
25											
26											
27	LABOR:										
28	ADDITIONAL COST DUE TO										
29	SHIFT DIFFERENTIAL	(3:30 pm to 12:30 am)									
30	Electrician/JM	1.00	LS	-30.00	-30.00	\$ 130.45	(3,914)				
31	Electrician/FM	4.00	LS	64.00	64.00	\$ 130.45	8,349				
32											
33											
34											
35	EQUIPMENT:										
36	HEPA EQUIPMENT	1.00	LS	0.00						\$ 2,000.00	\$ 2,000
37											
38											
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44											
45											
46											
47	SHEET TOTALS				0.00	#DIV/0!	\$4,435.30		\$ 3,400.00		\$ 2,000

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
CASLTEMONT HIGH SCHOOL  
Oakland, CA**

Project Number:  
Date: 12-Oct-22

Description : PC0#1  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK  
DIFFERENTIAL HOUR WORK**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: TULUM

Total Labor Costs		B) Total Material Costs		C) Total Rental Equipment Cost			TOTAL
1	SHEET 1 012						
2	SHEET2of2						
3	\$ 49,297.38	\$	-	\$	-	\$	49,297.38
4		\$	-	\$	-	\$	-
5		\$	-	\$	-	\$	-
6							
7	\$ 49,297.38	+	\$ -	+	\$ -	=	\$ 49,297.38
9	Expenses:						
10	Material Sales Tax.....	10.25%	.....	ofTotal Material:	\$	-	
11	Rental Sales Tax.....	10.25%	.....	ofTotal Rental:		Incl.	
12							
13				Subtotal • Line 7 thru 12:	\$	49,297.38	
14							
15	General Contractor OH, B&IP, &P:	10.00%	•	Total Cost	\$	4,929.74	
16	(Overhead, Bond & Insurance Premiums & Profit)						
17							
18				Subtotal • Line 13 thru 19:	\$	54,227.12	
19							
20				Subcontractor's Cost • None	\$	-	
21							
22				TOTAL • Subcontractor's Cost	\$	-	
23							
24	General Contractor OH&P on Sub Cost:	5.00%	.		\$	-	
25							
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				\$	-	
27	Subcontractor Bond & ins.:				\$	-	
28							
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## Detailed Estimate

IIARI1N LUTHER KING JR. SCHOOL Fire Alarm & Intrusion Alarm											
										Date: 10/12/2022	
No.	PC0#1	No. of Units	Per	M.H. Per Unit	M.H. Total	Cost Per M.H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		TULUM, INC.									
<b>Project Description:</b>		<b>DIFFERENTIAL HOUR WORK</b>									
1	<b>SCOPE OF WORK:</b>										
2	Differential Hour Work						\$ -				
3	Original Hours	Hrs			3000.00						
4	Electrician/JM	Hrs			2520.00						
5	Electrician/FM	Hrs			480.00						
6											
7	Actual Hours Worked				66.00						
8	Electrician/JM	Hrs			66.00						
9	Electrician/FM	Hrs			0.00						
10											
11	Hours Remaining										
12	Electrician/JM	Hrs			2454.00						
13	Electrician/FM	Hrs			480.00						
14											
15	Normal Hours Hourly Rate										
16	Electrician/JM	HR			130.45						
17	Electrician/FM	HR			142.33						
18											
19	Shift Working Hourly Rate										
20	Electrician/JM	HR			147.29						
21	Electrician/FM	HR			161.16						
22											
23	<b>SHIFT DIFFERENTIAL HOURLY RATE</b>										
24	Electrician/JM	HR			16.84						
25	Electrician/FM	HR			18.83						
26											
27	<b>LABOR:</b>										
28	<b>ADDITIONAL COST DUE TO SHIFT DIFFERENTIAL</b>										
29	Electrician/JM	1.00	LS	2454.00	2454.00	\$ 16.47	40,417				
30	Electrician/FM	1.00	LS	480.00	480.00	\$ 18.50	8,880				
31											
32											
33											
34											
35	<b>EQUIPMENT:</b>										
36	See above	0.00	EA	0.00					\$ -		\$ -
37											
38											
39											
40											
41											
42											
43											
44											
45											
46											
47	<b>SHEET TOTALS</b>				0.00	#OV/01	\$49,297.38		\$ -		\$ -

MLK School  
OUSD  
955 High Street  
Oakland, CA 94601

Job No. 15111

11-Oct-22

PCO No.

Change order No. 1

Summary:

Abatement Work and Hour Deferential  
Breakdown

Contractor:

Bay Construction Company

**Change Order Summary**

Worked performed by subcontractor (total Page 3)

\$ 136,025.53

Work performed by Bay Construction (total Page 2)

\$ -

Proposal Total

Credit For Bay's work

\$ 136,025.53

\$ (8,000.00)

New Total

\$ 128,025.53

Bay Construction

**J**

Date 10-11-22

**Submitted by:**

Juan Gonzalez, Project Manager

Subcontractor Cost Breakdown

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Labor</u>	<u>Material</u>	<u>Equipment</u>	<u>US Costs</u>
<u>Drilling Penetrations - Cal Inc 10 Days@ \$2,000 a day Cal-Inc</u>							\$ 20,616.00
<u>Disposal 1 Hazmat Dump Box</u>							\$ 1,800.00
<u>Testing Report - ACC</u>							\$ 5,150.00
<u>Monitoring and Final reports ACC</u>							\$ 16,280.00
<u>Demo existing conduit &amp; Wire - Abatement work Cal Inc</u>							\$ 16,000.00
<u>Diferential Hour Work- Tulum</u>							\$ 54,227.12
<u>Abatement training class and clearance • Tulum</u>							\$ 9,835.00
<u>Bond, Insurance and Tax</u>							\$ 5,640.00

Total				\$	\$	\$	\$ 129,548.12
-------	--	--	--	----	----	----	---------------

Labor	\$						
Employer's burden	33%	\$					
Allowable Mark-up	33%	\$					
Subtotal 1				\$			
Material	\$						
Sales tax	0.0%	\$					
Allowable Mark-up	qJ.	i					
Subtotal 2				\$			
Equipment	\$						
Delivery Costs	0-1.	\$					
Tax	8.5%	\$					
Allowable Mark-up	◆	◆					
Subtotal 3				\$			
US Costs	\$	129,548.12					
Allowable Mark-up	5%	li	\$477.41				
Subtotal 4				i			136,025.53◆
Grand Total (this page)							\$ 136,025.53

end: Page 3

IS 6  
Chango Order Tracking  
7-22-2021

[illegible]

To Submit **Approved**  
Pending GC **Not JI/II/III/IV**  
APPROVED **RMuc1'd**

\$	561,880.00	CONTRACT
\$	-	COs
\$	561,880.00	CONTRACT SUB-TOTAL
\$	54,227.12	PENDING COs
\$	616,107.12	TOTAL CONTRACT AMOUNT

**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S3

**CONTRACTOR:** TULUM SYSTEMS

**PROJECT NAME:** MLK FA & IA Replacement

**PROJECT NUMBER**

**CHANGE ORDER NUMBER:** TULUM-MLK-001

**DATE:** 10/11/2022

**CHANGE ORDER DESCRIPTION:** OUSD Directive - Project work to be performed during off hours

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$ 49,297.38		
2. Ten percent (10%) of Line 1	\$ 4,929.74		
3. Sum of Lines 1 & 2		\$ 54,227.12	
4. TOTAL BURDEN LABOR COSTS		\$ .	
5. TOTAL MATERIAL COSTS	\$ .		
6. Fifteen percent (15%) of Line 5	\$ -		
7. Sum of Lines 5 & 6		\$ .	
6. Tax		\$ .	
9. TOTAL EQUIPMENT RENTAL COSTS	\$ .		
10. Fifteen percent (15%) of Line 9	\$ -		
11. Sum of Lines 9 & 10		\$ -	
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$ -		
\$ .			
\$ .			
13. Fifteen percent (15%) of line 12	\$ .		
14. Sum of Lines 12 & 13		\$ -	
SUBTOTAL OF DIRECT COSTS & MARK-UP		\$ 54,227.12	
COST OF BONDS			
TOTAL CHANGE ORDER		\$ 54,227.12	

NOTE:

## INTELLIBID COST BREAKDOWN

SHEET S2 OF SJ

CONTRACTOR: TULUM SYSTEMS

PROJECT NAME: MLK FA & IA Replacement

PROJECT NUMBER

10/11/2020

CHANGE ORDER DESCRIPTION: OUSD Directive - Project work to be performed during cH hours

		LABOR		
NAME		HOURS	RATE	TOTAL
DIRECT COSTS - Shift 2 01fferential	Electncal - Electncan	2454.0	\$ 16.47	\$ 40,417.38
DIRECT COSTS - Shift 2 Differential	Electncal - Foreman	480.0	\$ 18.50	\$ 8,880.00
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 49,297.38
				\$ -
TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ 49,297.38

MATERIALS	
DESCRIPTION	COST
MATERIAL COSTS /Without Sales Tax)	\$ -
FREIGHT, SHIPPING, HANDLING	
SUBTOTAL MATERIAL COSTS /Without Sales Tax)- line 5 of Sheet 1	\$ -
SALES TAX ON MATERIAL AT 9.25%, - Line 8 of Sheet 1	\$ -
TOTAL MATERIAL COSTS	\$ -

<b>EQUIPMENT</b>					
<b>SIZE AND TYPE</b>	<b>I.O. #</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>	
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
				\$	*
<b>TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)</b>				<b>\$</b>	*



TULUM SYSTEMS  
MLK FA/IA  
SHIFT DIFFERENTIAL  
10-11-22 AMENDED

<b>PROJECT HOURS</b>	3000		NOTES:
JW's		2520	1. SHIFT TO START NO LATER THAN 4PM
FOREMAN		480	2. REMEDIATION COMPANY TO PERFORM ALL PENETRATIONS
			3. ANY PENETRATIONS WHICH CAN NOT BE USED BECAUSE OF UNKNOWN CONDITIONS WILL ADD TIME TO SCHEDULE
<b>HOURS WORKED</b>	66		4. TULUM EMPLOYEES WILL TAKE A CERTIFICATION CLASS TO ALLOW INSTALLATION OF CONDUIT, STRAPS, ETC. ONTO SURFACES THAT WILL BE DISTURBED. THIS IS TO BE PAID BY OUSD.
JW's		66	5. MEASURES TO BE TAKEN TO INSURE SAFETY OF TULUM EMPLOYEES. TULUM ALLOWED TO PARK ONSITE.
FOREMAN		0	6. TULUM TO MAINTAIN ALL WORK AREAS CLEAN ON A NIGHTLY BASIS. DAILY REPORTING.
<b>HOURS REMAINING</b>	2934		
JW's		2454	
FOREMAN		480	
<b>NORMAL WORKING HOURLY RATE</b>			
JW's	\$ 130.45		
FOREMAN	\$ 142.33		
<b>SHIFT WORKING HOURLY RATE</b>			
JW's	\$ 146.92		
FOREMAN	\$ 160.83		
<b>SHIFT DIFFERENTIAL HOURLY RATE</b>			
JW's	\$ 16.47		
FOREMAN	\$ 18.50		
<b>SHIFT DIFFERENTIAL HOURLY RATE X HOURS REMAINING</b>			
JW's		\$40,417.38	
FOREMAN		\$ 8,880.00	
<b>TOTAL SHIFT DIFFERENTIAL</b>		\$ 49,297.38	
<b>MARK UP- 10%</b>		\$ 4,929.74	
<b>TOTAL SHIFT DIFFERENTIAL COST</b>		<b>\$54,227.12</b>	



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project	Site	182
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Bay Construction Company.	Agency's Contact		Yong Kay			
OUSD Vendor ID #	000642	Title		President			
Street Address	4026 Martin Luther King Jr., Way	City	Oakland	State	CA	Zip	94609
Telephone	510-658-7225	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15111						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-26-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	2-13-2023

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$124,055.40
Other Expenses		Requisition Number	


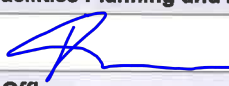
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9399/9654	Fund 21 Measure B	210-9399-0-9654-8500-6271-182-9180-9901-9999-15111	6271	\$124,055.40

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	Signature 	Date Approved	11/2/2022		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature  Lozano Smith, approved as to form	Date Approved	11/2/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature 	Date Approved	11/1/2022		
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature  Gary Yee, President, Board of Education	Date Approved	12-1-2022		



Agreement  
NO. 2- File ID:22-1178

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-1178
Introduction Date	5-25-2022
Enactment Number	22-1019
Enactment Date	5/25/2022 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo (Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 25, 2022

**Subject** Agreement Between Owner and Contractor – Competitively Bid – Bay Construction Company – Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Award by the Board of Education of Agreement Between Owner and Contractor by and between the District and Bay Construction Company, Oakland, California, for the latter to provide replacing and installation services which consist of replacing existing FACU with new, replacing existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible /visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$998,000.00**, which includes a contingency allowance of **\$25,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 26, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **August 24, 2022**.

**Discussion** The scope of work of the contract consists of removing and replacing existing fire alarm and install new fire alarm system. Contractor was selected through competitive bidding. (Public Contract Code§22037).

**LBP** (Local Business Participation Percentage) 63.7%

**Recommendation** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **Disrict** and **Bay Construction Company**, Oakland, California, for the latter to provide replacing and installation services which consist of replacing existing FACU with new, replacing existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible /visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway for the **Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$998,000.00**, which includes a contingency allowance of **\$25,000.00**, as the lowest responsive

bidder, with the work anticipated to commence on **May 26, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **August 24, 2022**.

**Fiscal Impact**

Fund 21 Building Fund, Measure Y

**Attachments**

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



## CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every  
Agenda Contract.

Legislative File ID No. 22-1178

Department: Facilities Planning and Management

Vendor Name: Bay Construction Company

Project Name: Martin Luther King Jr ES Fire & Intrusion Alarm Replacement Project No.: 15111

Contract Term: Intended Start: May 26, 2022 Intended End: August 24, 2022

Total Cost Over Contract Term: \$998,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Bay Construction Company was selected by the District as the lowest responsible and responsive bid.

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

Bay Construction Company will replace existing FACU with new, replace existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)



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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

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

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective May 26, 2022, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and \_BAY CONSTRUCTION COMPANY. hereinafter called the "Contractor."

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

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

the Martin Luther King Jr. Elementary School Fire Intrusion Project, 960 10<sup>th</sup> Street, Oakland, CA. 94607,

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

OUSD, 955 High Street, Oakland, CA 94601, T: 510-535-7066.

and other Contract Documents relating thereto.

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

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

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

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

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be Ninety (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner

anticipates that the Contract Time will start to run on May 26, 2022, in which case the deadline for Completion would be August 24, 2022.

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

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

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

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

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

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

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

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS NO/100 \$998,000.00** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance also known as a contingency allowance) of **TWENTY-FIVE THOUSAND DOLLARS NO/100 (\$25,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents

{including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

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

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

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

prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

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

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1 ½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily

injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

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

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

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

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

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

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

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



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

**CONTRACTOR:**  
**BAY CONSTRUCTION COMPANY**

Signature: 

Name: YONG KAY

Date: 05/31/2022

(Chairman, Pres., or Vice-Pres. PRESIDENT

N/A

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

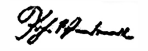
(Secretary, Asst. Secretary, CFO, or Asst. Treasure) \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
**Gary Yee, President, Board of Education**

5/26/2022

Date

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

5/26/2022


Date

  
\_\_\_\_\_  
**Tadashi Nakadegwa, Deputy Chief Facilities Planning and Management**

5/6/2022

Date

Approved As To Form: (limited)

  
\_\_\_\_\_  
**OUSS Facilities Legal Counsel**  
cslb 593411

5/4/2022

Date

**CALIFORNIA CONTRACTOR'S  
LICENSE NO.**

Agreement Over \$60,000 – Bay Construction Company – Martin Luther King Jr Elementary School Fire Intrusion Project - \$998,000.00

**05/31/2022**

**LICENSE EXPIRATION DATE**

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

Executed in Duplicate

**PAYMENT BOND**  
**DOCUMENT 00 6101**  
**(Labor and Material)**

Bond Number: 070215577

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works **contract described below**) and Mark Lee and Yong Kay, Inc. dba: Bay Construction Co. **hereinafter** designated as the "Principal/" have entered into a Contract for the furnishing of all materials and labor, Services and transportation, necessary, convenient, and proper to construct

**Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project, located at 800 Birch Street, Oakland, CA, the scope consists of but not limited to:** Replacing existing FACU with new. Replace existing DACT with new. Provide smoke detection in all buildings in accordance with CFC requirements. Provide voluntary carbon monoxide detection in classrooms. Provide new heat detection in spaces above ceilings where sprinklers are not installed, Provide new audible /visual notification appliances in all classrooms and common areas. Upon completion of project, remove manual fire alarms. Upon completion of this project remove all abandoned and unused fire alarm devices, wiring, conduit and raceway, Restore surfaces to match surrounding area for all devices removed.

which said agreement dated May 26, 2022, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

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

That the said Principal and the undersigned Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS NO/100 (\$998,000.00)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents,

The condition of this obligation is **that** if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT. NO:15111

PAYMENT BOND  
DOCUMENT 00 61 01

to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 25 day of April, 2022.

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

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

Principal

Ohio Casualty Insurance Company

Surety

C

By: Anthony F. Angelicola

Attorney-in-Fact

The above bond is accepted and approved this \_\_\_\_\_ day of April 2022.



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

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

Certificate No: **8203198 - 969091**

### POWER OF ATTORNEY

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

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

**N WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22 day of February, -



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

By: David M Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

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

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 22, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 25 day of February, 1991.



By: Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of San Francisco

On ii AcrdA.-3, before me, D. Tschaplizki, Notary Public,  
personally appeared Anthony F. Angelicola

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

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Jc RYPC  
=s;GNATURE ☐ No

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

**PERFORMANCE BOND**  
**DOCUMENT 00 6100**

Bond Number: 070215577

KNOW ALL MEN BY THESE PRESENTS that we, Mark Lee and Yong Key, Inc. dba: Bay Construction Co., as Principal, and Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of **NINE HUNDRED NINETY EIGHT THOUSAND DOLLARS NO/100 (\$998,000.00)** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 26, 2022, for construction of

**The Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project which consists of but not limited to:** Replacing existing FACU with new. Replace existing OACT with new. Provide smoke detection in all buildings in accordance with CFC requirements. Provide voluntary carbon monoxide detection in classrooms. Provide new heat detection in spaces above ceilings where sprinklers are not installed, Provide new audible /visual notification appliances in all classrooms and common areas. Upon completion of project, remove manual fire alarms. Upon completion of this project remove all abandoned and unused fire alarm devices, wiring, conduit and raceway. Restore surfaces to match surrounding area for all devices removed. **(the "Contract").**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO: 1511t

PERFORMANCE BOND  
DOCUMENT 00 61 00



IN WITNESS WHEREOF, the above-bounden parties have executed this Instrument under their several seals this 28 day of April, 2008, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Mark Lee and Yong Kay dba: Bay Construction Co.

(Cor

4026 Martin Luther King Jr. Way Oakland, CA 94609

(Business Address)

(Affix Corporate Seal)

By the:

Ohio Casualty Insurance Company

(Corporate Surety)

1340 Treat Blvd #400

(Business Address)

Walnut Creek, CA 94597

By:

Anthony F. Angellcola -

The rate of premium on this bond is tiered per thousand.

The total amount of premium charged is \$13,400.00

The above must be filled in by Corporate Surety.





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

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

Certificate No: 8203198 - 969091

## POWER OF ATTORNEY

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

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

N WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2021.



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

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

State of PENNSYLVANIA is  
County of MONTGOMERY

On this 22nd day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

### ARTICLE N - OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

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

N TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2021.



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of San Francisco }

On Ji1/ c/JQ4i,JS, before me, D. Tschaplizki, Notary Public,  
person;; appeared Anthony F. Angelicola

who proved to me on the basis of satisfactory evidence to be the person ) whose name(is) is/  
subscribed to the within instrument and acknowledged to me that he/s/xe Uley executed the same  
in his authorized capacity(igs), and that by his/flw- \* signature( on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

SIGNATURE OF NOTARY PUBLIC

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

**Description of attached document**

Title or type of document: -----

-----  
-----

Document Date: -----

Number of Pages: -----

Signer(s) Other than Named Above: -----

## BID OPENING TABULATION SHEET

Date:	Thursday, March 31, 2022
Time:	2:00 P.M.
Project Mgr:	John Howell
Architect:	

Signature of Bid Opener

<b>Company:</b>	Bay Construction	Base Bid:	\$973,000.00	<b>Required Day of Bid:</b>	
Address:	4026 MLK Jr. Way	Allowance:	\$25,000.00	Signed Bid Form	X
City/State:	Oakland, CA	<b>TOTAL:</b>	\$998,000.00	Addendum Acknow.	X
Phone:	510-658-7225	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
			<u>Time Submitted</u> <u>Date Submitted</u>	Site Visit Certification	X
			1:58 AM      3/31/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
			<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms	X
			2:15 PM      3/31/2022		

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:	\$25,000.00	Signed Bid Form	
City/State:		<b>TOTAL:</b>		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	
				Debarment Suspension & Schd Z	
				<b>Local Business Participation Form</b>	
			<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms	

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>
Address:		Allowance:	\$25,000.00	Signed Bid Form
City/State:		<b>TOTAL:</b>		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
				Debarment Suspension & Schd Z
				<b>Local Business Participation Form</b>
			<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>
Address:		Allowance:	\$25,000.00	Signed Bid Form
City/State:		<b>TOTAL:</b>		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
				Debarment Suspension & Schd Z
				<b>Local Business Participation Form</b>
			<u>Time Opened</u> <u>Date Opened</u>	DVBE Forms



## LBU Program Consultants to OUSD

### MEMORANDUM

**Date:** April 1, 2022

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Re-Bid – Martin Luther King Jr. Elementary School Fire & Intrusion Alarm  
Bay Construction

---

### SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Martin Luther King Jr. Elementary School Fire & Intrusion Alarm project submitted by Bay Construction

- Bay Construction achieved 100% LBU (% LBE and 100% SLBE/SLRBE).

### RECOMMENDATION:

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

Cc: Kenya Chatman

Tadashi Nakadegawa

**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

Mark Lee And Yong Kay, Inc. DBA BAY CONSTRUCTION CO

The undersigned, doing business under the firm name of \_\_\_\_\_  
("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified  
School District ("Owner"), to furnish any and all labor, materials, applicable taxes,  
equipment and services for the completion of Work as described hereinafter and in the  
Contract Documents as **Martin Luther King Jr. Elementary School Fire & Intrusion  
Alarm Project, 960 Tenth Street, Oakland, CA 94607 (the "Contract"), Project No.  
15111**

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

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

Nine hundred seventy-three thousand Dollars \$ 973,000.00  
**Base Bid Amount**

Twenty-Five Thousand Dollars \$ 25,000.00  
**Contingency Allowance**

Nine hundred ninety-eight thousand Dollars \$ 998,000.00  
**Total Bid Amount**

***Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances  
and contingencies in the Contract Document.***

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-Five Thousand dollars (\$25,000.00).**

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

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

Our Public Liability and Property Damage Insurance is placed with:

Houston Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

STATE FUND INSURANCE CO

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

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

Addendum No. <u>1</u>	Date <u>02/03/2022</u>	Addendum No. <u>    </u>	Date <u>    </u>
Addendum No. <u>"Z"</u>	Date <u>02/11/1</u>	Addendum No. <u>    </u>	Date <u>    </u>
Addendum No. <u>    </u>	Date <u>    </u>	Addendum No. <u>    </u>	Date <u>    </u>

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

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

Proof of Bidder's registration per Labor Code § 1725.5 must be submitted with this bid form.

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

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

YONG KAY

Print or Type Name: -----

Signature : -----

Title: PRESIDENT Mark Lee And Yong Kay, Inc. DBA BAY CONSTRUCTION CO

Name of Company as Licensed in California: -----

Business Address: 4026 Martin Luther King Jr. Way, Oakland, CA 94609

Telephone Number: 510 6587225

California Contractor License No.: CSLB 593411

Class and Expiration Date: AB, c 27, c 33 05/31/2022

Public Works Contractor Registration No.: 100000066

State of Incorporation, if Applicable: CALIFORNIA



## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:\:.)?CJ)&lt;!\&lt;;'!YVC,.?Olt""\ ? •

Project: c:\SO\_a&lt; Jr"WQA"IAAv.q &lt; .t\et\ t1.Jt\WQ.kH.v" Ori J\ time: 1.00

Project #: \ 1 \ 1

Estimate:

Bid Opening Dat 03/31/22

Project Mgr:

Architect:

Base Bid Dollar Amount	Total dollar Amount of Work	LBE%	SLB%	SLBR%	City of Oakland Certification No.
CJCJ9,ro;o,-	\$9,000,000				
PRIME Company: R... Address: 4... City/State: a... Phone: c...-...-...	\$ 06,000 P...		il o		2,-io
Company: (...) Address: ... City/State: 6 = ... Phone: ...-...-...	\$ ...				
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Company: Address: City/State: Phone:	\$ ...				
TOTAL PARTICIPATION	)	Vef			I m' lo

**APPROVAL- LBU Compliance Officer**

**Note: Local Business Participation documentation must be included with bid form at the time of bid opening.**

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: D\J D (\-tv\U)Vy)Q.(t)..L {, t\ re.W""a< S.c)N)O) . we.. \f\Wv", o"" \a<"" }ro el k. (ProjectName)

PROJECT NO: \ \ \' BIDDER'S NAME \.la / w.g.Q.I. -{ewlq \JJu \U.. \) \ 3'-1 (t>nS) iuek \() \ ( p .

DIR 10 Digit Registration No: \ 0 0 0 0 0 0 0 '9-

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO.:15111

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

[illegible]

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: 22-32 - - - -

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Mark Lee & Yong Kay, Inc. DBA: Bay Construction Co. as Principal and  
The Ohio Casualty Insurance Company as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
Not to Exceed Ten Percent of the Amount Bid Dollars (\$ 10%), for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of 15111 Martin Luther King Jr. ES Fire and Intrusion Alarm  
strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 28th day of March, W L, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Mark Lee & Yong Kay, Inc. OBA: Bay Construction Co.  
(Principal)

4026 Martin Luther King Jr. Way, Oakland, CA 94609  
(Business Address)

BY: "....-? >

The Ohio Casualty Insurance Company  
(Corporate Surety)

1340 Treat Blvd., Suite #400, Walnut Creek, CA 94597  
Business Address)

By:   
Anthony F. Angelicola, Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A

(The above must be filled in by Corporate Surety).



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

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

Certificate No. 8205232-969091

## POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.



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

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number: 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2022



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

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }  
County of San Francisco }

On ..J?; .2ll.Z..Z. before me, D. Tschaplizlu, Notary Public,  
personally appeared Anthony F. Angelicola

who proved to me on the basis of satisfactory evidence to be the person ) whose name(is) is/  
subscribed to the within instrument and acknowledged to me that he/sh:ixey executed the same  
in his/YM' authorized capacity(i), and that by hisfw-l \* signature( on the instrument  
the person(!ii), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

SIGNATURE OF NOTARY PUBLIC

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_


I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 cch 31 , 20 22., at D [city], c.f., [state].

Signature: \_\_\_\_\_

PrintName: CV'?, \cal'.)

Title: ?ve'°E)\denr

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO.:15111

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

{SRS26332}



**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Martin Luther King Jr. Elementary School Fire & Intrusion Alarm

The undersigned declares:

I am the **PRESIDENT** of **BAY CONSTRUCTION CO**, the  
party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/1 / 1022, 20  , at OAKLAND [city],    [state].  
**CALIFORNIA**

Signature

**YONG KAY**

Print Name

**Mark Lee And Yong Kay, Inc. DBA BAY CONSTRUCTION CO**

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO.:15111

NON-COLLUSION  
DOCUMENT 00 40 03

{SR526354}

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 1113**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Martin Luther King Jr. Elementary School Fire & Intrusion Alarm

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

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on 03/31/2022, at OAKLAND [city],  
CALIFORNIA [state].

Date: 03/31/2022

  
Signature  
Print Name: YONG KAY  
Print Title: PRESIDENT

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
**FOR CONSTRUCTION CONTRACTS**  
(Education Code Sections 45125.1 and 45125.2)  
**DOCUMENT 00 43 00**

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

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

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

*[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]*

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and

habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

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

03/ 1/2022

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Name: YONG KAY

Title: PRESIDENT

Mark Lee And Yong Kay, Inc. OBA BAY CONSTRUCTION CO

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.
14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape.
4. Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
5. Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
6. Lewd or lascivious act on a child under the age of 14 years.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm.
9. Attempted murder.
10. Assault with intent to commit rape, or robbery.
11. Assault with a deadly weapon or instrument on a peace officer.
12. Assault by a life prisoner on a non-inmate.
13. Assault with a deadly weapon by an inmate.
14. Arson.
15. Exploding a destructive device or any explosive with intent to injure.
16. Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem.
17. Exploding a destructive device or any explosive with intent to murder.
18. Any burglary of the first degree.
19. Robbery or bank robbery.
20. Kidnapping.
21. Holding of a hostage by a person confined in a state prison.
22. Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
23. Any felony in which the defendant personally used a dangerous or deadly weapon.
24. Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code.
25. Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
26. Grand theft involving a firearm.
27. Carjacking.

28. Any felony offense, which would also constitute a felony violation of Section 186.22.
29. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220.
30. Throwing acid or flammable substances, in violation of Section 244.
31. Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245.
32. Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5.
33. Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246.
34. Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1.
35. Continuous sexual abuse of a child, in violation of Section 288.5.
36. Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100.
37. Intimidation of victims or witnesses, in violation of Section 136.1.
38. Criminal threats, in violation of Section 422.
39. Any attempt to commit a crime listed in this subdivision other than an assault.
40. Any violation of Section 12022.53.
41. A violation of subdivision (b) or (c) of Section 11418.
42. Any conspiracy to commit an offense described in this subdivision.

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete!!!! of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is!!!! on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Mark Lee And Yong Kay, Inc. DBA B Y CONSTRUCTION CO		<i>Federal ID Number (or n/a)</i> 943102890
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> YONG KAY PRESIDENT		
<i>Date Executed</i> 01/11/2022	<i>Executed in</i> OAKLAND CALIFORNIA	

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



**QUESTIONNAIRE REGARDING**  
**QUALIFICATIONS AND EXPERIENCE**  
**DOCUMENT 00 21 00**

Martin Luther King Jr. Elementary School Fire& Intrusion Alarm  
Contract for the  
Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

2. Identify all public works contracts on which you have performed work over the last S years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
  - a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
- o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
- p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

- 3. Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
  - a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
  - b. All reasons for the delay in completion, including delay for which you were responsible.

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

- 4. Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
  - a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
  - b. A copy of each CWPA and DCP.
  - c. Reasons for the issuance of each CWPA and DCP.

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

- 5. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

- 6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

- 7. Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
  - a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.

- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

**NO CHANGE FROM PREQUALIFICATION APPLICATION**

**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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

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

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

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

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

Mark Lee And Yong Kay, Inc. OBA BAY CONSTRUCTION CO

Company Name		Signature of Authorized Representative	
4026 Martin Luther King Jr. Way		YONG KAY	
Oakland, CA 94609		Type or Print Name	
Address			
510 651225	os/1/7022		
Area Code	Phone	Date	Type or Print Name

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

**END OF DOCUMENT**

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF SITE VISIT WAS MANDATORY

**PROJECT: Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project**

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.


\_\_ I certify that \_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 03/31/2022

Proper Name of Bidder: Mark Lee And Yong Kay, Inc. OBA BAY CONSTRUCTION CO

Signature: 

Print Name: YONG KAY

Title: PRESIDENT

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

**DOCUMENT 00 41 00**

*To be completed by the Prime Bidder*

PAGE 1 OF 2

PART I - IDENTIFICATION INFORMATION		
BIDDER'S NAME <b>BAY CONSTRUCTION CO</b>	BUSINESS ADDRESS <b>4026 Martin Luther King Jr. Way Oakland, CA 94609</b>	TELEPHONE NUMBER <b>510 6587225</b>
SCHOOL DISTRICT <b>OAKLAND</b>	COUNTY <b>ALAMEDA</b>	APPLICATION NO.

**PART II - METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS** - Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <i>Dis Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subcontractors/suppliers for at least 3 percent of this contract</i>	
D. <i>O(s) unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

*Continued on reverse side*

**PART III - DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** -Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractor suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$ 0	\$ 0	\$ 0	\$ a	\$ 0	\$ C
B. DVBE Subcontractor or Supplier	0					
1.						
2.						
3.						
4.						
C. Subtotal (A & B)	0					
D. Non-DVBE	912,000.					
E. Total Bid	90,5,000.					

**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**  
**DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 10F2

BIDDER'S NAME <b>BAY CONSTRUCTION CO</b>	BUSINESS ADDRESS 4026 Martin Luther King Jr. Way f"l<Idmrt r.t. a.u.no	CONTACT PERSON YONG KAY
TELEPHONE NUMBER 510 6587225	OWNER YONG KAY	COUNTY ALAMEDA

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I-CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
I. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940	03/25/2022	(,
3. DVBE Organizations (List):			
4. Write "recorded message" in this column, if applicable.			



**PART II - ADVERTISEMENTS** You must make at least two (2) advertisement; one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach, copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
CONSTRUCTION BID SOURCE	X	X	03/24/2022
Bay Area News Group	X		03/24/22

**PART III - DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED This section must be completed	NO RESPONSE
	YES	NO		
Fire Detection Unlimited, Inc.		X	NO RESPONSE	X
Hayes Automation		X	NO RESPONSE	X
Omni Equipment Solutions, Inc		X	NO RESPONSE	X

#### IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

YONG KAY

#### CERTIFICATION

I, \_\_\_\_\_ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE 03/31/2022



State of California

## Department of Industrial Relations

(https://www.dir.ca.gov/)

## Contractor Information

Legal Entity Name  
MARK LEE & YONG KAY  
Legal Entity Type  
Corporation  
Status

Active

Registration Number  
100000066

Registration - - - e date

07/01/19

Registration expiration date

06/30/22

Mailing Address

4026 MARTIN LUTHER KING JR WAY OAKLAND 94609 CA

Physical Address

4026 MARTIN LUTHER KING JR WAY OAKLAND 94609 CA

Email Address

yongkay@yahoo.com

Trade Name/DBA

SAY CONSTRUCTION CO

License Number (s)

CSLB593411

Back to DIR » (https://www.dir.ca.gov/)

## Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
05/17/17	06/30/18
05/04/16	06/30/17
06/12/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/22

## Legal Entity Information

Corporation Entity Number:  
Federal Employment Identification Number:  
President Name:  
Vice President Name:  
Treasurer Name:  
Secretary Name:  
CEO Name:

C1656807

YONG SIKKAY

HARYUNG KAY

Agency for Service:

Agent of Service Name:

Agent of Service Mailing Address:

YONG SIKKAY

4026 MARTIN LUTHER KING JR WAY OAKLAND 94609 CA

## Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?  
Please provide your current worker's compensation insurance information below:

PEO Information Name PEO Phone PEO Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

No

MARK LEE

STATE CO

9073528

10/01/18

10/01/19

About DIR

Who we are

(https://www.dir.ca.gov/about/DS1fn1tffl.dir.ca.gov/dir/μi.gov//Bilingual-

DIR Divisions, Boards  
& Commissions

(https://www.dir.ca.gov/divisions/valid.U1r&amp;gnrailbtm)

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(https://www.dir.ca.gov/dosh/Required-Notifications.html)

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(https://www.dir.ca.gov/od\_pub/help.html)

**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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

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

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

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

By signing and submitting this form the company's authorized representative certifies as to the above stated conditions.			
<u>LUU Sys V=7iS</u>		<u>[Signature]</u>	
Company Name		Signature of Authorized Representative	
<u>3 Jc/ f-111 P13 S U41 Lt, tiv. CA</u>		<u>!!-1 s- 4 f, (. ZAMORA</u>	
Address		Type or Print Name	
<u>51D</u>	<u>3SS-e.1s-0</u>	<u>3/1</u>	----
Arca Code	Phone	Date	---Typ_c_o_r_Prin_t_Na_m_e-----

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

**END OF DOCUMENT**



MARKLEE-02

JHADAP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2022

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Hea San Sin	
	PHONE (A/C, No, Ext): (916) 503-4951 FAX (A/C, No):	
	E-MAIL ADDRESS: hsin@inszoneins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Houston Specialty Insurance Company	12936
INSURED  Mark Lee & Yong Kay, Inc. DBA: Bay Construction Co. 4026 Martin Luther King Jr Way Oakland, CA 94609	INSURER B : California Automobile Insurance Co	38342
	INSURER C : Starstone Specialty Insurance Co.	44776
	INSURER D : State Compensation Ins Fund	35076
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	TEN-27684	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000049322	11/3/2021	11/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			88721A211ALI	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	9073528-2021	10/1/2021	10/1/2022	<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)  
Oakland Unified School District, Owner, its governing board, officers, agents, trustees, employees and others are included as Additional Insured in regards to General Liability as per written contract. Primary and Non-Contributory applies. Waiver of Subrogation applies to General Liability and Workers Compensation.

RE: Martin Luther King Jr. Elementary School Fire Intrusion Project

## 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 

ENDORSEMENT AGREEMENT



**WAIVER OF SUBROGATION**  
**BLANKET BASIS**

9073528-21  
RENEWAL  
NF

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2021 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2022 AT 12.01 A.M.

2-25-17-30

PAGE 1 OF 1

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

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

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

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

SCHEDULE

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

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 4, 2021

2572

SC IF FORM 10217 (REV. 4-2018)

  
PRESIDENT AND CEO

OLO DP 217





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Martin Luther King Jr. Elementary School Fire and Intrusion Alarm Replacement

### Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist ☐ x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000  
☒ Workers compensation insurance certification, unless vendor is a sole provider

### Contractor Information

Contractor Name	Bay Construction Company.	Agency's Contact	Yong Kay
OUSD Vendor ID#	000642	Title	President
Street Address	4026 Martin Luther King Jr., Way	City	Oakland
Telephone	510-658-7225	State	CA
		Zip	94609
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project#	15111		

### Term of Original/ Amended Contract

Date Work Will Begin (i.e. effective date of contract)	5-26-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-24-2022
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 998,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource#	Funding Source	Org Key	Object Code	Amount
9399/9654	Fd21 Measure B	210-9399-0-9654-8500-6271-182-9180-9901-9999-15111	6271	\$ 998,000.00

### Approval and Rolling (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	5-5-2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> Lozano Smith, as to form (limited)	Date Approved	5/4/2022		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	5/6/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			