

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2245
Introduction Date	10/26/2022
Enactment Number	22-1785
Enactment Date	10/26/2022 os



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

## Memo (Bid Award)

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Marc White, Director, Buildings and Grounds Department

**Board Meeting Date** October 26, 2022

**Subject** Agreement Between Owner and Contractor – Competitively Bid - ER Plumbing & Construction – Bret Harte Middle School Main Water Supply Line 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 ER Plumbing & Construction**, Alameda, California, for the latter to provide Main Water Supply Line Replacement with work consists of but is not limited to replacing form meter at the sidewalk, approximately 350’ of 4” of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Saturday & Sunday only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each. Remove and discard all construction debris from the job site for the **Bret Harte Middle School Main Water Supply Line Replacement Project**, in the amount of **\$275,000.00**, which includes a contingency allowance of **\$25,000.00** as the lowest responsive bidder, with work anticipated to commence on **October 27, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **January 24, 2023**.

**Discussion** The scope of work of the contract consists of the Bret Harte Middle School Main Water Supply Line Replacement Project. Contractor was selected through competitive bidding. (Public Contract Code§22037).

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

**Recommendation** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District and ER Plumbing & Construction**, Alameda, California, for the latter to provide Main Water Supply Line Replacement with work consists of but is not limited to replacing form meter at the sidewalk, approximately 350’ of 4” of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Saturday & Sunday only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each. Remove and discard all construction debris from the job site for the **Bret Harte Middle School Main Water Supply Line Replacement Project**, in the amount of **\$275,000.00**,

which includes a contingency allowance of **\$25,000.00** as the lowest responsive bidder, with work anticipated to commence on **October 27, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **January 24, 2023**.

**Fiscal Impact**

Fund 140, Deferred Maintenance Fund

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits and Other Contract Documents
- Certificate of Insurance
- Routing Form



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

**Legislative File ID No.** 22-2245

**Department:** Facilities Planning and Management

**Vendor Name:** ER Plumbing & Construction

**Project Name:** Bret Harte Middle School Main Water Supply Line **Project No.:** 70003  
Replacement Project

**Contract Term:** Intended Start: October 27, 2022

Intended End: January 24, 2023

**Total Cost Over Contract Term:** \$275,000.00

**Approved by:** Marc White

**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?**

ER Plumbing & Construction was selected by the District as the lowest responsible and responsive bid.

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

ER Plumbing & Construction latter to provide Main Water Supply Line Replacement with work consists of but is not limited to replacing form meter at the sidewalk, approximately 350' of 4" of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Saturday & Sunday only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each. Remove and discard all construction debris from the job site for the Bret Harte Middle School Main Water Supply Line Replacement.

**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 **October 27, 2022**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **ER PLUMBING & CONSTRUCTION**, 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

**Bret Harte Middle School Main Water Supply Line Replacement Project, located at  
3700 Coolidge Avenue, Oakland, California, 94602,**

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

**Oakland Unified School District, 955 High Street, Oakland, CA, 94601,  
PH: 510-535-2728,**

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

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 **October 27, 2022**, in which case the deadline for Completion would be **January 24, 2023**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. 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

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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 **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS 00/100 (\$275,000.00)** 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 does not include any special allowances. The above contract price includes a general contingency allowance of **TWENTY-FIVE THOUSAND DOLLARS 00/100 (\$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

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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

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Agreement.

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

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

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

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar

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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 \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

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

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

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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:**  
**ER PLUMBING & CONSTRUCTION**

Signature: David Ball 09/19/22  
Date

Name: DAVID BALL  
Chairman, Pres., or Vice Pres. \_\_\_\_\_

Signature: Rachel Vivas 09-19-22  
Date

Name: Rachel Vivas  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) \_\_\_\_\_

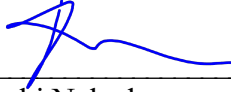
**OAKLAND UNIFIED SCHOOL DISTRICT**

Gary Yee 10/27/2022  
Date  
Gary Yee, President, Board of Education

Sondra Aguilera 10/27/2022  
Date  
Sondra Aguilera, Acting Superintendent  
and Secretary, Board of Education

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Tadashi Nakadegawa, Deputy Chief  
Facilities Planning & Management

10/5/2022

Date

Approved As To Form:



OUSD Facilities Legal Counsel

10/3/22

Date

1000384  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

6/30/2024  
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.

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Oakland Unified School District  
Division of Facilities Planning and Management

10/27/22 - 1/27/2023

**BID OPENING TABULATION SHEET**

School: Bret Harte Middle School # 206  
Project: Main Water Supply Line Replacement  
Project #: 70003  
Estimate: \$250,000

Date: Thursday, September 1, 2022  
Time: 2:00 P.M.  
Project Mgr: Mark Griggs - Marcus Board  
Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener			
<b>Company:</b>	Parkson Construction Company	<b>Base Bid:</b>	\$213,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	850 S. Van Ness Ave #8	<b>Allowance:</b>	\$25,000.00	Signed Bid Form	X
<b>City/State:</b>	San Francisco, CA	<b>TOTAL:</b>	\$238,000.00	Addendum Acknow.	X
<b>Phone:</b>	925-719-6688	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>	<b>NON RESPONSIVE</b>			Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	X
		1:44 PM	9/1/2022	Site Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	9/1/2022	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>	ER Plumbing & Construction	<b>Base Bid:</b>	\$250,000.00	<b>Required Day of Bid:</b>	
<b>Address:</b>	2346 E. 20 Street	<b>Allowance:</b>	\$25,000.00	Signed Bid Form	X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$275,000.00	Addendum Acknow.	X
<b>Phone:</b>	510-670-2845	<b>Alternates:</b>		Bid Bond	X
<b>Fax:</b>				Non-Collusion	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	X
		12:01 PM	9/1/2022	Site Visit Certification	X
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	X
		2:15 PM	9/1/2022	Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
				DVBE Forms	X
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$25,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
<b>Company:</b>		<b>Base Bid:</b>		<b>Required Day of Bid:</b>	
<b>Address:</b>		<b>Allowance:</b>	\$25,000.00	Signed Bid Form	
<b>City/State:</b>		<b>TOTAL:</b>		Addendum Acknow.	
<b>Phone:</b>		<b>Alternates:</b>		Bid Bond	
<b>Fax:</b>				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
		<u>Time Opened</u>	<u>Date Opened</u>	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	



**Oakland Unified School District**  
 L/SL/RBE Verification  
 Calculations & Analysis Worksheet

**Site:** Bret Harte Middle School  
**Project Name:** Main Water Supply Replacement  
**Project Number:** 70003

Prime	Subcontractor	L/SL/RBE Status	Proposed L/SL/RBE Contract Amount	Proposed Contract %	50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes
Parkson Construction Company	LiUna Laborers	n/a	\$0.00	0.00%	NO		
	Plumbers & Steamfitters	n/a	\$0.00	0.00%			
<b>Total Proposed LBU Participation:</b>			\$0.00	0.00%		0%	SLBE/SLRB: 0%, LBE: 0%, This firm does not meet the minimum OUSD LBU requirements.
<b>Total Proposed Contract Amount:</b>				\$213,000.00			
<b>Base Bid (With Discount)</b>				\$213,000.00		\$0.00	
ER Plumbing & Construction	Emergency Rooters Plumbing & Construction	SLBE	\$250,000.00	100.00%	YES	2.00%	Additional 2% bid discount applied due to meeting minimum SLBE participation
<b>Total Contract Amount:</b>				\$250,000.00		4.00%	SLBE/SLRB: 100%, LBE: 0%, This firm meets the minimum OUSD LBU requirements.
<b>Total Proposed LBU Participation:</b>			\$250,000.00	100.00%			
<b>Base Bid (With Discount)</b>				\$240,000.00		\$10,000.00	

**LBU Justification**

- LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- LBU Reduction** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with a 50% LBE participation.
- LBU Waived** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

**Non Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award:

- Parkson Construction Company

**Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award:

- ER Plumbing & Construction





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

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Facilities Planning and Management  
955 High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of ER Plumbing & Const., 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 Bret Harte Middle School Main Water Supply Line Replacement Project, 3700, Coolidge Avenue, Oakland, CA 94602 (the "Contract"), **Project No. 70003, Scope of work consists of but not limited to replacing form meter at the sidewalk, Approximately 350' of 4" of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Sat & Sun only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each and every work shift for safety concerns. Remove and discard all construction debris from the job site.**

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

**Bid Amount (Base Bid):**

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

<u>Two hundred &amp; fifty Thousand</u> Dollars <i>Bid Amount</i>	<u>\$250,000.00</u>
<u>Twenty-five Thousand</u> Dollars <i>Contingency Allowance</i>	<u>\$25,000.00</u>

<p>Two hundred &amp; Seventy five Thousand Dollars  <i>Total Base Bid Amount</i></p> <p><b><i>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</i></b></p>	<p>\$ 275,000<sup>00</sup></p>
--	--------------------------------

**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 it 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:

2346 E. 20th (VANDERBILT), CA. 94601

Our Public Liability and Property Damage Insurance is placed with:

Allied World Surplus Ins.

Our Workers' Compensation Insurance is placed with:

Berkshire Guard

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

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

Addendum No. 1 Date 8/29/24 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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.

Print or Type Name: David Bell  
Title: Pres / CEO  
Signature: David Bell

BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROJECT NO. 70003

Name of Company as Licensed in California: ER Plumbing & Constr.  
Business Address: 2346 E. 20th St. OAK 94601  
Telephone Number: 510-388-0567  
California Contractor License No.: 1000384  
Class and Expiration Date: A C-42  
Public Works Contractor Registration No.: 1000043369  
State of Incorporation, if Applicable: CA.

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

(Name) \_\_\_\_\_ Signature \_\_\_\_\_

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_

( Name) \_\_\_\_\_ Signature \_\_\_\_\_  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 09/01, 2022

(Name) David Ball  
(Chairman, Pres, or Vice-Pres. DAVID BALL

(Name) Rachel Vivas  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer Rachel Vivas

BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROJECT NO. 70003

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

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
ER Plumbing & Construction, Inc. as Principal and  
Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
Twenty Seven Thousand Five Hundred Dollars (\$ 27,500.00), 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 Bret Harte Middle School Main in  
strict accordance with Contract Documents. Water Supply Line Replacement

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.

OAKLAND UNIFIED SCHOOL DISTRICT  
BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROEJCT NO 70003

BID BOND  
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 30th day of August, 2022, 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)

E R Plumbing and Construction LLC

By: 

(Principal)

David Ball, President . . .

2346 E 20th Street , Oakland, CA 94601

(Business Address)

Merchants Bonding Company (Mutual)

(Corporate Surety)

P.O BOX 14498, DES MOINES, IA 50306 - 3498

Business Address)

By: 

John E Rosenberg, Attorney-in-Fact

See attached for Surety acknowledgment

The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged, \$0.00 dollars. \*There is no charge for a bid bond\*

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

OAKLAND UNIFIED SCHOOL DISTRICT  
BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROJECT NO 70003

BID BOND  
DOCUMENT 00 40 00

{SR526355}

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, John E Rosenberg; Kyle Koziol; Patricia A Marinucci

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2021



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2022



*William Warner Jr.*  
Secretary

## ACKNOWLEDGMENT

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 Pennsylvania  
County of Montgomery )

On 08/30/2022 before me, Linda A. Leboffe, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Linda A. Leboffe (Seal)

Commonwealth of Pennsylvania - Notary Seal  
Linda A. Leboffe, Notary Public  
Montgomery County  
My Commission Expires February 4, 2023  
Commission Number 1344010



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

PROJECT: \_\_\_\_\_ (Project Name)

PROJECT NO: \_\_\_\_\_ BIDDER'S NAME \_\_\_\_\_

DIR 10 Digit Registration No: \_\_\_\_\_

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  
BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROEJCT NO 70003

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01



# Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label	From Date: (mm/dd/yyyy)	To Date:(mm/dd/yyyy)
1000043364	01/29/2022	08/29/2022
County	City	
alameda	oakland	

## Crafts (Select all that apply)

- Asbestos
- Boilermaker-Blacksmith
- Bricklayer/Brick Tender
- Carpenter
- Carpet, Linoleum, Resilient Tile Layer
- Cement Mason
- Consultant
- Driver (On/Off Hauling)
- Drywall Installer/Lather/Finisher
- Electrical Utility
- Electrician
- Elevator Constructor
- Field Surveyor
- General Building
- General Engineering
- Glazier
- Inspector/Field Soils, Material Tester
- Iron Worker
- Laborer
- Landscape
- Marble Mason/Finisher



- Operating Engineer
- Painter
- Parking/Highway/Improvement
- Plasterer/Tender
- Plumber
- Roofing
- Sheet Metal Worker
- Stator Rewinder
- Teamster
- Terrazzo Worker/Finisher
- Tile Setter/Finisher
- Water Well Driller

Apply

### Registrations

Search Results: 1 found

Showing Page 1 of 1

Previous

Next

Print PDF

Export

Add all to my list

My List (0)▼

#### ER PLUMBING & CONSTRUCTION

View Details

+ Add to My List

##### Detail:

**Registration Number:** 1000043364

**Status:** Active

**CSLB Number:** 1000384

**Legal Entity Type:** Corporation

**Mailing Address:** 2346 E 20TH STREET  
OAKLAND  
CA 94601

**County:** Alameda

**Craft:** General Engineering;Plumber

**Email:** emergencyrooter@aol.com

##### Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2025
2/7/2020	6/30/2022
5/12/2018	6/30/2019
6/28/2017	6/30/2018
10/6/2016	6/30/2017

##### DBA

Name

EMERGENCY ROOTER



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

Owner: Oakland Unified School District  
Contract: Bret Harte MS Main Water Supply Line Replacement

The undersigned declares:

I am the Pres / CEO of ER Plumbing & Conslg, 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 09/01, 2022, at OAKLAND [city], CA [state].

David Ball

Signature

David Ball

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT  
BRET HARTE MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROJECT NO 70003

NON-COLLUSION  
DOCUMENT 00 40 03

{SR526354}

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

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

Addendum No. 1 Date 8/29/22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

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

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.

Print or Type Name: David Ball  
Title: Pres/CEO  
Signature: David Ball

**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 **one** 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 **not** 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> E R Plumber & Constr.		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> David Ball		
<i>Date Executed</i> 09/01/22	<i>Executed in</i> OAKLAND, CA.	

**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>

OAKLAND UNIFIED SCHOOL DISTRICT  
MARTIN LUTHER KING JR. MIDDLE SCHOOL  
MAIN WATER SUPPLY LINE REPLACEMENT  
PROJECT NO 70003

IRAN CONTRACTING  
DOCUMENT 00 40 04



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Contractor: E R Plumbing & Constr.  
 Project Name: Brest Harbo Water main  
 Project Number: 70003  
 Proposed Total Contract Amount: 250,000  
 BASE BID AMOUNT: 275,000  
 Proposed Total SLBE Amount (%): 100 %

Bid Opening Date: 09/1/22  
 Time: 2 pm  
 Project Manager: MARK GROSS  
 Architect:

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: <u>E R Plumb. &amp; Constr.</u> Certifying Agency: <u>City of OAK</u> Address, City/State: <u>2346 E. 20th St. OAK.</u> Certification No. (if available): <u>7796</u>				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
Company Name: _____ Certifying Agency: _____ Address, City/State: _____ Certification No. (if available): _____				
<b>TOTAL PARTICIPATION</b>	<b>\$ 0</b>	<b>0 %</b>	<b>0 %</b>	<b>0 %</b>

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.



**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

**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.

<u>E R Plumbing &amp; Constr.</u> Company Name	<u></u> Signature of Authorized Representative
<u>2346 E. 20th St.</u> Address	<u>David Ball</u> Type or Print Name
<u>510 388-0567</u> Area Code      Phone	<u>09/01/22</u> Date      Type or Print Name

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

**END OF DOCUMENT**

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: Bret Harte MS Main Water Supply Line Replacement

I, DAVID Ball, declare that I am the CEO/Pres.  
[insert title] of ER Plumbing & Const., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit ER Plumbing & Const. [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 ER Plumbing & Const. [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 09/1/2022, at OAKLAND [city],  
CA [state].

Date: 09/1/22 David F. Ball  
Signature  
Print Name: DAVID F. Ball  
Print Title: Pres/CEO

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

**DOCUMENT 00 41 00**

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME <i>ER Plumbing &amp; Constr.</i>	BUSINESS ADDRESS <i>2346 E. 20th St.</i>	TELEPHONE NUMBER <i>510-388-0567</i>
SCHOOL DISTRICT <i>OUSD</i>	COUNTY <i>Alameda</i>	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"/> is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. <input type="checkbox"/> is Disabled Veteran owned <b>but is unable</b> to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. <input type="checkbox"/> is <b>not</b> Disabled Veteran owned	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	
D. <input checked="" type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

**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



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

Bret Harte MS Main Water Supply Line Replacement  
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.)
  
2. Identify all public works contracts on which you have performed work over the last **5 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. *None*
  - 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. *None*
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration. *None*
  - 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. *None*
  - 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. *None*

SEE  
Attached

- 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. *None*
- 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. *N/A*

## CONTRACTOR PROJECT REFERENCES & EMAIL ADDRESS

**FOR CERTIFIED MECHANICAL, ELECTRICAL & PLUMBING 1<sup>st</sup> tier subcontractors:**

List **ALL** projects in which your Firm has participated as a first-tier subcontractor during **the past year** with a Firm contract value of more than **\$50,000**.

- You may limit your response to the thirty (30) most-recently completed projects, but you **must** include at least the two (2) most recent California public works projects with a contract value of more than \$50,000 performed by your Firm.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary.

Project Name/Identification:	South Park Scattered Projects (SF Housing Authority Prev Wage Project)
Project address/location:	22,102,106 South Park St. San Francisco
Project owner, contact person, and telephone:	G. Szeto
Project owner email address:	gszeto@bbiconstruction.com
Project architect name and telephone number:	N/A
Project architect email address:	N/A
If contractor was a subcontractor on the project, name of general contractor and telephone number:	
General contractor's email address:	N/A
Scope of Work:	Replacement of Sanitary Sewer Mainline
Original completion date:	1/15/2022
Date completed:	1/15/2022
Initial contract value (as of time of bid award):	\$159,159.88
Final contract value:	\$159,159.88
Did the project include constructing or modernizing an earthquake resistant building?	No

**CERTIFICATION**

This Renewal Questionnaire incorporates by reference all terms and questions contained in the Firm's full Prequalification Questionnaire last executed by Firm. By executing this Renewal Questionnaire, Firm reaffirms the representations made in the full Prequalification Questionnaire last executed by Firm, and certifies that those representations remain current and accurate as of the date of this Renewal Questionnaire, except as expressly set forth in this Renewal Questionnaire and its attachments.

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

Date: Feb 20th 2022 \_\_\_\_\_

Proper Name of Contractor: PBUMBING and CONSTRUCTION

Signature: David Ball

By: D A V I D B A L L (Print Name)

Title: OWNER



## CONTRACTOR PROJECT REFERENCES & EMAIL ADDRESS

**FOR CERTIFIED MECHANICAL, ELECTRICAL & PLUMBING 1<sup>st</sup> tier subcontractors:**

List **ALL** projects in which your Firm has participated as a first-tier subcontractor during the past year with a Firm contract value of more than **\$50,000**.

- You may limit your response to the thirty (30) most-recently completed projects, but you **must** include at least the two (2) most recent California public works projects with a contract value of more than \$50,000 performed by your Firm.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary.

Project Name/Identification: 3 year Maintenance Agreement Plumbing/Sewer Services
Project address/location: Various School Sites
Project owner, contact person, and telephone: OUSD
Project owner email address: kennethwatts@ousd.k12.ca.us
Project architect name and telephone number: none
Project architect email address: none
If contractor was a subcontractor on the project, name of general contractor and telephone number: N/A
General contractor's email address: N/A
Scope of Work: Main Sewer Replacements
Original completion date: 5/15/2021
Date completed: 5/15/2021 continued
Initial contract value (as of time of bid award): 227,000.00
Final contract value: 227,000.00
Did the project include constructing or modernizing an earthquake resistant building? N/A

**CERTIFICATION**

This Renewal Questionnaire incorporates by reference all terms and questions contained in the Firm's full Prequalification Questionnaire last executed by Firm. By executing this Renewal Questionnaire, Firm reaffirms the representations made in the full Prequalification Questionnaire last executed by Firm, and certifies that those representations remain current and accurate as of the date of this Renewal Questionnaire, except as expressly set forth in this Renewal Questionnaire and its attachments.

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

Date: Feb 8th 2022

Proper Name of Contractor: E R PLUMBING and CONSTRUCTION

Signature: David Ball

By: DAVID BALL (Print Name)

Title: OWNER

**ADDENDUM NO. 1**

August 29, 2022

**Bret Harte Middle School Main Water Supply Replacement Project  
OAKLAND UNIFIED SCHOOL DISTRICT**

**OUSD PROJECT NUMBER 70003**

Oakland Unified School District  
Facilities Planning & Management  
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

Reference: Additional edits to Scope of work: Please use C- 900 piping for the material.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON  
THE FORM OF PROPOSAL**

End of Addendum No. 1

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

Bond Number: CAC721766

**KNOW ALL MEN BY THESE PRESENTS** that we, ER Plumbing & Construction, Inc., as Principal, and Merchants Bonding Company (Mutual), 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 Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000.00) 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 **October 27, 2022**, for construction of

**The Bret Harte MS Main Water Supply Line Replacement Project which consists of but not limited to:** The Scope of work consists of but is not limited to replacing form meter at the sidewalk, Approximately 350' of 4" of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Sat & Sun only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each and every work shift for safety concerns. Remove and discard all construction debris from the job site. **(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.

FACILITIES MGMT  
23SEP'22AM10:46

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 20th day of September, 2022 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)

2346 E. 20th St.

(Business Address)

(Affix Corporate Seal)

ER Plumbing & Construction, Inc.

(Corporate Principal)

2346 E. 20th St. OAK 94601

(Business Address)

(Affix Corporate Seal)

Merchants Bonding Company (Mutual)

(Corporate Surety)

P.O. BOX 14498

(Business Address)

DES MOINES, IA 50306 - 3498

By: 

John E Rosenberg, Attorney-in-Fact

The rate of premium on this bond is \$25 per thousand.

The total amount of premium charged is 6,875.00.

The above must be filled in by Corporate Surety.

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

Bond Number: CAC721766

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and ER Plumbing & Construction, Inc., 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

**Bret Harte MS Main Water Supply Line Replacement Project, located 3700 Coolidge Avenue, Oakland, CA 94602, the scope consists of but not limited to:** Replacing form meter at the sidewalk, Approximately 350' of 4" of Old Rusted Galvanized Water Main Line through the Parking lot & Playground, up to Main Building. Method of replacement would be to open trench partial replacement on Sat & Sun only until the project is completed. Water to remain active during school operations. Reconnect all lateral supply lines to new main supply line. All open groundwork must be covered with metal plates after each and every work shift for safety concerns. Remove and discard all construction debris from the job site.

which said agreement dated October 27, 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 Merchants Bonding Company (Mutual) ("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 Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as

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

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 20th day of September, 2022

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

ER Plumbing & Construction, Inc.  
Principal



Merchants Bonding Company (Mutual)  
Surety



By: John E Rosenberg  
Attorney-in-Fact

The above bond is accepted and approved this 20th day of September, 2022.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, John E Rosenberg; Kyle Koziol; Patricia A Marinucci

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2021.

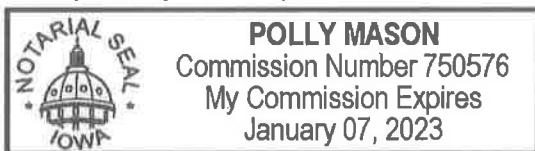


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of September, 2022.



*William Warner Jr.*  
Secretary

## ACKNOWLEDGMENT

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 Pennsylvania  
County of Montgomery)

On 09/20/2022 before me, Linda A. Leboffe, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Linda A. Leboffe (Seal)

Commonwealth of Pennsylvania - Notary Seal  
Linda A. Leboffe, Notary Public  
Montgomery County  
My Commission Expires February 4, 2023  
Commission Number 1344010





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Ongoing Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	All locations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a written contract or written agreement, provided that such was executed prior to an occurrence.	All locations and operations included in the "products-completed operations hazard" of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

This endorsement, effective: 08/13/2021

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: 5057-3994-02

Issued to: E R Plumbing and Construction Inc. dba E R Construction

By: Allied World Surplus Lines Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT (BLANKET)**

Name of Person or Organization	Name of Project
Any person or organization to whom the Named Insured has agreed by a written contract that was fully executed prior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	Where specified by fully executed written contract that was fully executed prior to an "occurrence".
<b>Effective Date:</b> 08/13/2021	

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A** and not otherwise excluded in the policy.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization:</b>
Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

Any construction project where you have agreed to provide a separate Designated Construction Project General Aggregate Limit under a fully executed written contract, provided such contract was executed prior to an "occurrence" or loss.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	Bret Harte Middle School Main Water Supply Line Replacement Project	Site	206
<b>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	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

### Contractor Information

Contractor Name	ER Plumbing & Construction	Agency's Contact	David Ball		
OUSD Vendor ID #	006328	Title	President		
Street Address	2346 E 20 <sup>th</sup> Street	City	Oakland	State	CA Zip 94601
Telephone	510-388-0567	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 #	70003				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-27-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-24-2023
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$275,000.00	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
9914/9042	Fund 140, Deferred Maintenance	140-9914-0-9042-8500-6273-206-9880-9000-9999-99999	6273	\$275,000.00

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

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Building and Grounds				
	Signature	for Marc White	Date Approved	10/5/2022	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form	Date Approved	10/3/22	
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	10/5/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			