

Board Office Use: Legislative File Info.	
File ID Number	16-1697
Introduction Date	8-10-2016
Enactment Number	16-1321
Enactment Date	8/10/16



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Joe Dominguez, Facilities Planning and Management *JF*

Board Meeting Date August 10, 2016

Subject Award of Bid Agreement-Emergency Rooter/CAS - Manzanita Elementary School Storm Drain Replacement Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1516-0270, Award of Bid Agreement and Construction Contract on behalf of the District for the Manzanita Elementary School Storm Drain Replacement Project to EMERGENCY ROOTER/CAS, 7 EMBARCADERO West, SUITE 204, OAKLAND, CA 94607 in the amount of \$207,067.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Thirty days (30) days Calendar Days, commencing August 11, 2016, and ending on September 11, 2016.

Background Replace damaged 6" clay storm drain piping from area drain on right side back of school yard replace 6" clay storm drain from above area drain up through side driveway next to school. This storm drain takes left turn from far right side of building and continues in front of school building on East 27th Street and intersecting with common drains in from of school play yard, will need excavate all roof drain and area drain connections and re-connect to new drainage mainline replacement. Backfill and compact all trenches, replace all concrete/asphalt affected by pipe replacement. Replace 8" clay storm drain piping from city sidewalk/catch basin, to area drain in school yard. Replace 6" in clay storm drain from above catch/basin from left side of school through the open asphalt play areas ending on far right side of school. These two storm drain sections have many roof drain and area drain connections, will need to excavate all of the areas and re-connect to new drainage mainline replacement. Backfill and compact all trenches, replace all concrete/asphalt affected by pipe replacement.

Discussion Underground area drain lines are restricted due to the growth of roots invading the drain lines. To provide proper drainage and prevent area flooding during heavy rains, drain lines need to be replaced.

LBP (Local Business Participation Percentage) 100.00%

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1516-0270, Award of Bid Agreement and Construction Contract on behalf of the District for the Manzanita Elementary School Storm Drain Replacement Project to EMERGENCY ROOTER/CAS, 7 EMBARCADERO West, SUITE 204, OAKLAND, CA 94607 in the amount of \$207,067.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Thirty days (30) days Calendar Days, commencing August 11, 2016, and ending on September 11, 2016.

Fiscal Impact

Fund 35, Developer Fee Fund

Attachments

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management _____

Vendor Name: Emergency Rooters/CAS _____

Project Name: Manzanita Storm Drain Replacement **Project No.:** 16127 _____

Contract Term: Intended Start: _____ Intended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$207,067.00 _____

Approved by: Charles Smith _____

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

Summarize the services this Vendor will be providing.

Replace damaged 6" inch clay storm drain piping from area on right side back of school yard, replace 6" inch clay storm drain from above area drain up through side driveway next to school. This storm drain takes left turn from far right side of building continues in front of school buildings on E.zih and intersecting with common drains in front of school play yard, will need to excavate all roof drain and area drain connections and re-connect to new drainage to new drainage mainline replacement. Backfill and compact all trenches, replace all concrete/asphalt affected by pipe replacement. Replace 8" inch clay storm drain piping from city sidewalk/catch basin, to area drain in school yard. Replace 6" inch clay strom drain from above catch/basin from left side of school through the open asphalt play areas ending on far right side of school. These two storm drain sections have many roof drain and area drain connections, will need to excavate all of the areas and re-connect to new drainage mainline replacement. Backfill and compact all trenches replace all concrete/asphalt affected by pipe replacement.

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

If No, please answer the following:

1) How did you determin the price is competitive?

2) Please check the competitive bid exception relied upon:

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

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



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

RESOLUTION NO. 1516-0270

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MANZANITA ELEMENTARY SCHOOL STORM DRAIN REPLACEMENT
PROJECT**

WHEREAS, the District has heretofore requested bids includes for the Oakland Unified School District of Alameda County, California; and;

WHEREAS, one bid was provided via Division of Facilities Planning and Management in response to the said request as follows and:

Contractor:	Location	Bid Amount
Emergency Rooter/CAS	Oakland, CA	\$207,067.00

WHEREAS, the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a “good-faith” effort to do so as required by the District Policy for such participation;



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

RESOLUTION NO. 1516-0270

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
MANZANITA ELEMENTARY SCHOOL STORM DRAIN REPLACEMENT
PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **EMERGENCY ROOTER/CAS**, for the performance of the bid work, in the amount of **TWO HUNDRED SEVEN THOUSAND, SIXTY-SEVEN DOLLARS AND NO CENTS (\$207,067.00)** be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **EMERGENCY ROOTER/CAS** for the performance of bid work.

Passed by the following vote:

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

NOES: None

ABSTAINED: None

ABSENT: Jumoke Hinton Hodge

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on August 10, 2016.

Antwan Wilson, Superintendent and
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **18th day of July, 2016**, by and between the Oakland Unified School District ("District" or "Owner") and **Emergency Rooter/CAS** ("Contractor") ("Agreement").

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

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

PROJECT: **Manzanita Elementary School Storm Drain Replacement**

PROJECT NO.: _____

RESOLUTION NUMBER: **1516-0270**

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

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
 - (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Thirty (30)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing

OAKLAND UNIFIED SCHOOL DISTRICT
Project Name: Manzanita ES Storm Drain Replacement
Project Number:

AGREEMENT

the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by September 10, 2016.**

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

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** ~~If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.~~
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type Class A-C-42 1000384 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

One hundred forty-five thousand dollars

(Base Contract Amount)

+ \$145,000.00

(\$62,067.00), (Contingency Allowance Amount)

= Two hundred seven thousand, sixty-seven dollars and no cents

(\$207,067.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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


Susie Butler-Berkley
Contract Analyst

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

Dated: 8/11, 2016

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Print Name: James Harris

Print Title: President, Board of Education

By: 

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: 

Print Name: Joe Dominguez

Print Title: Facilities, Planning and Management

Dated: 07/20, 2016

Emergency Repair/Insult **CONTRACTOR**

By: 

Print Name: DAVID BALL

Print Title: OWNER

Approved as to Form:

By: 

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

Premium: \$5,141.00

Bond No: 10043216

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and In & Out Plumbing ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Manzanita Elementary School Storm Drain Replacement (Project Name)
(“Project” or “Contract”)

which Contract dated July 18, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Hudson Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Two Hundred Seven Thousand Sixty-Seven and No/100 DOLLARS (\$207,067.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, 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.

OAKLAND UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND
DOCUMENT 00 61 14-1

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

23901 Calabasas Road, Suite 1085

Calabasas CA 91302

Attention: Wesley Hong

Telephone No.: (818) 206 - 1511

Fax No.: (678) 718 - 2616

E-mail Address: whong@HudsonInsurance Group.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of July, 2016.

In & Out Plumbing

Principal

By 

Hudson Insurance Company

Surety


By Mary Baez, Attorney-in-Fact

Greg McCartney

Name of California Agent of Surety

1625 El Camino Real, Belmont CA 94002

Address of California Agent of Surety

(650) 593-8216

Telephone Number of California Agent of Surety

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

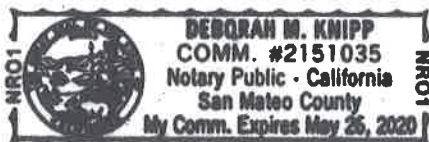
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)
On July 19, 2016 before me, Deborah M. Knipp, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Mary Baez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(X)~~ whose name~~(X)~~ is/~~XX~~
subscribed to the within instrument and acknowledged to me that ~~XX~~she/~~XX~~executed the same in
~~XX~~her/~~XX~~authorized capacity~~(X)~~, and that by ~~XX~~her/~~XX~~signature~~(X)~~ on the instrument the person~~(X)~~,
or the entity upon behalf of which the person~~(X)~~ 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 Deborah M. Knipp
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

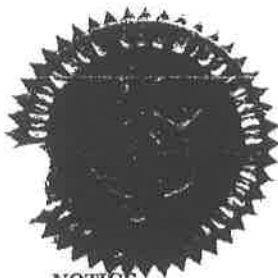
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

HUDSON INSURANCE COMPANY

of WILMINGTON, DELAWARE, organized under the
laws of DELAWARE, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE,
SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKERS' COMPENSATION,
COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT,
SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 30th day
of December, 19 80, I have hereunto set
my hand and caused my official seal to be affixed this 30th
day of December, 19 80.



By

WESLEY J. KINDER
Insurance Commissioner
John J. Faber
JOHN J. FABER
Deputy

NOTICE:

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Mary Baez

of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Two Hundred Seven Thousand Sixty Seven Dollars (\$207,067.00)

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 20 13 at New York, New York.



Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

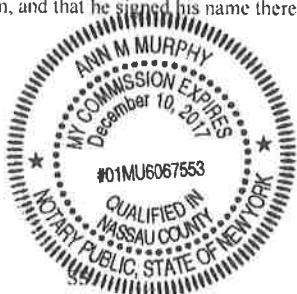
By

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK, SS.

On the 31st day of October, 20 13 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of July, 20 2016



By

Dina Daskalakis
Corporate Secretary

END OF DOCUMENT

Premium: Included

Bond No: 10043216

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and In & Out Plumbing, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Manzanita Elementary School Storm Drain Replacement (Project Name)
("Project" or "Contract")

which Contract dated July 18, 20 16, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Hudson Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Two Hundred Seven Thousand Sixty-Seven and No/100 Dollars (\$ 207,067.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 19th day of July, 20 16.

In & Out Plumbing

Principal

By 

Hudson Insurance Company

Surety

By  Mary Baez, Attorney-in-Fact

Greg McCartney

Name of California Agent of Surety

1625 El Camino Real

Belmont CA 94002

Address of California Agent of Surety

(650) 593-8216

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CIVIL CODE § 1189

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Nº 4084

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

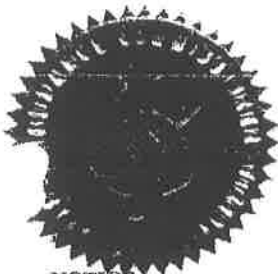
THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

HUDSON INSURANCE COMPANY

of WILMINGTON, DELAWARE, organized under the
laws of DELAWARE, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE,
SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKERS' COMPENSATION,
COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT,
SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 30th day
of December, 19 60, I have hereunto set
my hand and caused my official seal to be affixed this 30th
day of December, 19 60.



By

WESLEY J. KINDER
Insurance Commissioner
John J. Faber
JOHN J. FABER
Deputy

NOTICE:

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Mary Baez

of the State of **CA**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Two Hundred Seven Thousand Sixty Seven Dollars (\$207,067.00)

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 20 13 at New York, New York.



Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

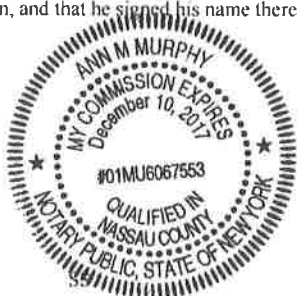
By

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 20 13 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

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That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of July, 20 2016



Form-PoA 10 8 2010 (v1)

By

Dina Daskalakis
Corporate Secretary

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2016

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

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

PRODUCER License # 0B14832

Skyles Insurance
9840 Business Park Dr.
Sacramento, CA. 95827

CONTACT NAME:

PHONE (A/C, No, Ext): 888) 900-9989

FAX (A/C, No): (916) 361-9821

E-MAIL ADDRESS: wingard@skylesins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Associated Industries Ins.

INSURER B : The Hartford Ins.

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Emergency Rooter/ER
Plumbing and Constr.
7 Embarcadero W. #204
Oakland, CA. 94607

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		AES1035621	06/09/2016	06/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWC0060552-01	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	203-02WC65425	06/09/2016	06/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

RE: Manzanita Elementary Storm Drain - #1516-0270

All operations of the Named Insured, including the aforementioned project, if any.

General Liability: Oakland Unified School District and its directors, officers, employees, agents and representatives and the State and their agents, representatives, employees, trustees, officers, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

Workers' Compensation: Waiver of Subrogation is in favor of Oakland Unified School District and its directors, officers, employees, agents and representatives and the State and their agents, representatives, employees, trustees, officers, and volunteers, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Oakland Unified School District
955 High Street
Oakland, CA 94601

DAVID BALL

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BID OPENING TABULATION SHEET

Date: Monday, June 13, 2016
Time: 2:00 PM
Project Mgr: Ken Watts
Architect: _____

Signature of Bid Opener

[illegible]

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

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

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **E.R. Emergency Rooter Plumbing**
 Project: **Marzanita ES Storm Drain Replacement**
 Project #: **16127**
 Estimate: **\$130,000**

Date: **Monday, June 13, 2016**
 Time: **2:00 pm**
 Project Mgr: **Ken Watts**
 Architect:

Based Bid \$ **145,000.00**
Verified Local Business Participation 4.0% \$ **5,800.00**
Based Bid W/ LBP Discount \$ **139,200.00**

	LBE	SLB	SLBR	COMMENTS:
Company: Ray's Electric				1
Address: 4 Embarcadero #204				2
City/State: Oakland, CA		100.00%		3
Phone: (510) 388-0567				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
TOTAL PARTICIPATION	0.00%	100.00%	0.00%	100.00%


 APPROVAL- LBU Compliance Officer

Attn: Juanita White

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Emergency Rooter (In & Out Plumbing)
 Project: MANzanita storm drain
 Project #: _____
 Estimate: _____

Bid Opening Date: _____
 Time: _____
 Project Mgr: _____
 Architect: _____

Base Bid Dollar Amount	\$	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: Emergency Rooter Address: 7 Embury Ave #204 City/State: _____ Phone: _____	\$	\$ 148,000 -	—	100%	—	7796 Expire: 6/2018
Company: _____ Address: _____ City/State: _____ Phone: _____	\$					
Company: _____ Address: _____ City/State: _____ Phone: _____	\$					
Company: _____ Address: _____ City/State: _____ Phone: _____	\$					
Company: _____ Address: _____ City/State: _____ Phone: _____	\$					
TOTAL PARTICIPATION		\$0.00	0.0%	0.0%	0.0%	0.0%

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

APPROVAL- LBU Compliance Officer

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

Bid Opening Date: _____

PRIME:

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning Schools. Training Leaders.

AWARD OF BID ROUTING FORM

Project Information			
Project Name	Manzanita Elementary School Storm Drain Replacement	Site	137
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Emergency Rooter/CAS	Agency's Contact	David Bell				
OUSD Vendor ID #	V050133	Title	Project Manager				
Street Address	7 Embarcadero W. Suite 204	City	Oakland	State	CA	Zip	94607
Telephone	510-388-0567	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	16127						

Term			
Date Work Will Begin	8-10-2016	Date Work Will End By (not more than 5 years from start date)	9-11-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$207,067.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	Fund 35, Developer Fee Fund	1379003891	6130	\$207,067.00

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, Facilities Planning and Management			
	Signature	Date Approved	7/21/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	7.21.16	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		