Board Office Use: Leg	gislative File Info.
File ID Number	16-1863
Introduction Date	9-14-2016
Enactment Number	110-1474
Enactment Date	9-14-1611

То

From

Subject



Memo Board of Education Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer VEH Joe Dominguez, Deputy Chief, Facilities Planning and Management September 14, 2016 **Board Meeting Date** Award of Bid Agreement - Summerhill Electric - Oakland Technical Prop 39 Lighting Auditorium Project Authorize the President and Secretary of the Board to enter into and execute Action Requested Resolution No. 1617-0040, Award of Bid Agreement and Construction Contract on behalf of the District for the Oakland Technical Prop 39 Lighting Auditorium Project to SUMMERHILL ELECTRIC, OAKLAND, CA, in the amount of \$150,000.00, 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: Three hundred sixty-five (365) Calendar Days, commencing September 15, 2016, and ending on September 15, 2017. Discussion Replace existing auditorium house light bulbs with new LED light engines. Install new house light dimming controls. Related finishes and modifications. LBP (Local Business 100.00% Participation Percentage) Recommendation Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1617-0040, Award of Bid Agreement and Construction Contract on behalf of the District for the Oakland Technical Prop 39 Lighting Auditorium Project to SUMMERHILL ELECTRIC, OAKLAND, CA, in the amount of \$150,000.00, 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: Three hundred sixty-five (365) Calendar Days, commencing September 15, 2016, and ending on September 15, 2017.

Fiscal Impact

Fund 21, Measure J

Attachments

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

www.ousd.k12.ca.us

OAKLAND UNII SCHOOL DISTR Community Schools,	ict I his form Shall Be Submitte	ed to the Boar	rd Office
Legislative File II	DNO. 16-1863		
Department:	Facilities Planning and Management		
Vendor Name:	Summerhill Electric		
Project Name:	Oakland Technical Prop 39 Lighting Audito	Project No.:	15122-1
Contract Term:	Intended Start: Intended	End:	
Annual (if annual	contract) or Total (if multi-year agreement) Co	ost: \$150,000	0.00
Approved by:	Tadashi Nakadegawa		
Is Vendor a local	Oakland Business or have they meet the require	ements of the	
Local Business Po	licy? Yes (No if Unchecked)		
How was this Ven	dor selected?		
Competitive Bid Pr	ocess		

# Summarize the services this Vendor will be providing.

Replace existing auditorium house light bulbs with new LED light engines. Install new house light dimming controls. Related finishes and modifications

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 competitvely 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

#### DOCUMENT 00 52 13 (FORMERLY DOCUMENT 00530)

## **AWARD OF BID AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS <u>8<sup>th</sup> day of August, 2016</u>, by and between the Oakland Unified School District ("District" or "Owner") and <u>Summerhill Electric</u> ("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: Oakland Technical Prop 39 Lighting Auditorium Project

PROJECT NO.: 15122-1

#### RESOLUTION NUMBER: 1617-0040

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 <u>Three hundred sixty-five (365)</u> consecutive calendar days, commencing <u>September 15, 2016 and concluding no later than September 15, 2017</u>, ("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 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 15, 2017.

- 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 <u>Class 10-793376</u> 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 thousand, five hundred dollars

(\$140,500.00), (Base Contract Amount)

+ Nine thousand, five hundred

(\$ 9,500.00 ), (Contingency Allowance Amount)

(\$150,000.00), ("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. <u>https://www.sam.gov/portal/public/SAM</u>

uto belly 8-15-2016 Susie Butler-Berkley

Susie Butler-Berkley Contract Analyst

<sup>= &</sup>lt;u>One hundred fifty thousand dollars and no cents</u>

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

20/6 Dated: OAKLAND UNIFIED SCHOOL DISTRI By: Print Name: James Harris

By: Print Name:

Dated:

Summerhill Electric

Print Title:

President, Board of Education

Print Title:

By:

By:

Print Name: Print Title:

Print Name:

Antwan Wilson, Superintendent

Secretary, Board of Education Joe Dominguez

Print Title: Deputy Chief Facilities, Planning and Management

Approved as to Form:

By:

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel File ID Number: 16 Introduction Date: 9-14 Enactment Number: 16-Enactment Date: By:

20

RACTOR

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's bylaws, 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



# RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT

# RESOLUTION NO. 1617-0040

# AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE OAKLAND TECHNICAL PROP. 39 LIGHTING AUDITORIUM PROJECT

WHEREAS, the District has heretofore requested bids to replace existing auditorium house light bulbs with new LED light engines, install new house light dimming controls, related finishes and modifications, for the Oakland Technical Prop. 39 Lighting Auditorium Project for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS,** two (2) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

# **Contractor:**

Summerhill Electric Ray's Electric **Location** Oakland, CA Oakland, CA Bid Amount \$150,000.00 \$178,300.00

and,

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;

**Department of Facilities Planning and Management** 



# RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT

## RESOLUTION NO. 1617-0040

# AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE OAKLAND TECHNICAL PROP. 39 LIGHTING AUDITORIUM PROJECT Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, SUMMERHILL ELECTRIC, for the performance of the bid work, in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,00.00) 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 **SUMMERHILL ELECTRIC** for the performance of bid work.

Passed by the following vote:

AYES: Jody London, Jumoke Hinton Hodge, Roseann Torres, Shanthi Gonzales, Vice President Nina Senn and President James Harris

NOES: None

ABSTAINED: None

ABSENT: Aimee Eng

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 September 14, 2016

Antwan Wilson, Superintendent and Secretary, Board of Education



NT Community Schools, Thriving Students

DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

# **Interoffice Memo**

Date: Friday July 29, 2016

To: Tadashi Nakadegawa, Director of Facilities

From: Richard Rogers / Mikey Barairo

Project Name: Oakland Tech HS Prop 39 Lighting Upgrades - Phase 2 Auditorium

Project No.: 15122-1

RE: Acceptance of Bid

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

# **BID TALLY**

	Responsive Low Bid	2 <sup>nd</sup> Bidder	3 <sup>rd</sup> Bidder
Contractor	Summerhill Electric	Ray's Electric	
Base Bid Amount	\$140,500	\$168,800	
Contingency Allowance	\$9,500	\$9,9500	
Total Bid Amount	\$150,000	\$178,300	
Alternates Amount			

Local Business Enterprise Participation: <u>51%</u>

SGI/OUSD recommends the award of the bid to CONTRACTOR, for a total contract amount of \$.

CONSTRUCTION BUDGET: \_\_\_\_\_\$95,000 BID SAVINGS: N/A **RECOMMENDATION:** Richard Rogers - Project Manager

ACCEPTANCE:

Tadashi Nakadegawa – Director of Facilities

Date

# Oakland Unified School District Division of Facilities Planning and Management

# **BID OPENING TABULATION SHEET**

School:	Oakland Technical HS			Data	Th	
Project:	Lighting Prop 39 Auditorium		-	Date: Time:	Thursday, July 21, 2016 2:00 PM	
Project #:	15122-1	N		Project Mgr:	Richard Rogers	-
Estimate:	\$95,000			Architect:	Richard Rogers	
	VAI	XT	-	Al Children		
Clanature of M		X		2		
Signature of V Company:			Signature of Bld Opener	p		
and the second se	Summerhill Electric	Base Bid:	\$140,500.00		Required Day of Bid:	_
Address: City/State:	5230 E12th Street	Allowance:	\$ 9,500.00		Signed Bid Form	X
Comparison in the second	Oakland, CA	TOTAL:	\$150,000.00		Addendum Acknow.	X
Phone:	510-536-1685	Alternates:			Bid Bond	X
Fax:	510-534-7167	Sanda andre an en			Non-Collusion	X X
			in the second se		Iran Contracting Certificatoin	X
			Time Submitted	Date Submitted	Site Visit Certification	X
		and the second second	1:28 PM	7/21/2016	Contractor's Sub List	X
						-
					Required Doc's within 24 hrs	
			<u>Time Opened</u> 2:15 PM	Date Opened	Debarment Suspension & Schd Z Local Business Participation Form	X
			<u>2.13 [[1]</u>	7/21/2016	DVBE Forms	X
K					DVDE FORMS	
Company:	Rays Electric	Base Bid:	\$168,800.00		Required Day of Bid:	-
Address:	411 Pendleton Way	Allowance:	\$9,500.00		Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$178,300.00		Addendum Acknow.	X
Phone:	510-577-7700	Alternates:			Bid Bond	X
Fax:	510-577-7706				Non-Collusion	
					Iran Contracting Certification	X
			Time Submitted	Date Submitted	Site Visit Certification	Х
		- 11 - 10 - C 1.000 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	1:43 PM	7/21/2016	Contractor's Sub List	X
					Required Doc's within 24 hrs	
		·····	Time Opened	Date Opened	Debarment Suspension & Schd Z	
			<u>2:15 PM</u>	7/21/2016	Local Business Participation Form DVBE Forms	
44.0					DVDE FOINIS	_
Company:		Base Bid:			Required Day of Bid:	-
Address:		Allowance:	\$9,500.00		Signed Bid Form	
City/State:		TOTAL:			Addendum Acknow.	F 110
Phone:		Alternates:			Bid Bond	
Fax:	The second second second second				Non-Collusion	L
					Iran Contracting Certification	1.00
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internal and						-
Company:		Base Bid:			Required Day of Bid:	-
Address:		Aliowance;	\$ 9,500.00		Signed Bid Form	
City/State:		TOTAL:			Addendum Acknow.	-
Phone:		Alternates:	and the second second		Bid Bond	
Fax:					Non-Collusion	
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		CONTRACTOR OF THE	Time Submitted	Date Submitted	Site Visit Certification	
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			Time Opened	Date Opened	Debarment Suspension & Schd Z Local Business Participation Form	-
	A second designed to be a second of the second	5 5 <b>2</b> = 5			DVBE Forms	

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

**APPROVAL- LBU Compliance Officer** 

TOTAL PARTICIPATION 0.0% 0.0%	Company:       Address:       City/State:       Phone:	Company:       Address:       City/State:       Phone:	Company: Musson Thearical         Address: 890 Walsh Ave.         City/State: Santa Clara, CA         Phone: 800 843-2837	Company:       Brown Electrical         Address:1673 E. Alvin Ave.       \$ 4,500.00         City/State:Sta Maria, CA       \$ 4,500.00         Phone:       805-714-7647	The second support water and the second s	PRIME Company: Summerhill Elect. Inc.         Address: 5230 E-12th St.         City/State: Oakland, CA         Phone: 510-536-1685	Work LBE % SLB%		Project: Oakland Lecn. HS - Lighting Prop- 39 Auditorium Project #: 15122-1 Estimate:
0.0%						.51 3657	SLBR% City of Oakland Certification No.	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid	Time: 2;00pm Project Mgr: Architect:

#### Bond No. 71814909

#### DOCUMENT 00 61 14

#### 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 <u>Summerhill</u> <u>Electric</u>, Inc. ("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: Oakland Technical High School Prop 39 Lighting Auditorium

Varianu	TECI	IIIICar	nrdu	DCHOOT	FLOP	22	DIGUCING	AUGIC	
Project	No.	15122-	-1				<i>(</i>	(	Project Name)
("Duoinet" or	"Conty								

("Project" or "Contract")

which Contract dated <u>August 8</u>, 20<u>16</u> 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 <u>WESTERN SURETY COMPANY</u> ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Fifty Thousand and no/100 DOLLARS

(\$ 150,000.00 ), 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 warrantees 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.

OAKLAND UNIFIED SCHOOL DISTRICT Oakland Technical High School Prop 39 Lighting Auditorium Project No. 15122-1 July 1, 2016 PERFORMANCE BOND DOCUMENT 00 61 14-1 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 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 Contract Documents or to the Work.

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:

WESTERN SURE	TY CC	MPANY	_			
333 S. Wabas	sh Ave	., 41s	st Floor,	, Chicago,	IL	60604
Attention:	,					
Telephone No.:	(605	336	- 0850			
Fax No.:	(					
E-mail Address:	-					

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 <u>11th</u> day of <u>August</u>, 20<u>16</u>

**Principal** 

Surety

Summerhill Electric, Inc.

(Name of Principal) ous

(Signature of Person with Authority)

Summerhill Loui S

(Print Name)

# (Name of Surety)

WESTERN SURETY COMPANY

(Signature of Person with Authority)

Gregory Kenneth Kosich, Attorney-In-Fact (Print Name)

Kosich Family Insurance Services, L L C

(Name of California Agent of Surety) 643 S. Main St., Ste. A Ukiah, CA 95482

(Address of California Agent of Surety)

(925) 284-3911

(Telephone Number of California Agent of Surety)

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

#### END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT Oakiand Technical High School Prop 39 Lighting Auditorium Project No. 15122-1 July 1, 2016 PERFORMANCE BOND DOCUMENT 00 61 14-2

#### DOCUMENT 00 61 15

#### 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 <u>Summerhill Electric</u>, Inc.\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Oakland Technical High School Prop 39 Lighting Auditorium Project No. 15122-1 (Project Name) ("Project" or "Contract")

which Contract dated <u>August</u> 8, 20<u>16</u>, 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 the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and <u>WESTERN SURETY COMPANY</u>, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

One Hundred Fifty Thousand and no/100 DOLLARS

(\$ 150,000.00 ), 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 9000 through 9566 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.

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 shall in any way affect its

OAKLAND UNIFIED SCHOOL DISTRICT Oakland Technical High School Prop 39 Lighting Auditorium Project No. 15122-1 July 1, 2016 PAYMENT BOND DOCUMENT 00 61 15 -1

# Western Surety Company

# POWER OF ATTORNEY - CERTIFIED COPY

#### Bond No. 71814909

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint <u>Gregory Kenneth Kosich</u>

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Summerhill Electric, Inc.

Obligee: Oakland Unified School District

Amount: \$500,000.00

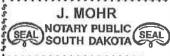
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of <u>August 10</u>, 2017, but until such time shall be irrevocable and in full force and effect.



On this <u>11th</u> day of <u>August</u>, in the year <u>2016</u>, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Wester	rn Surety Company this	11th	day of
August, 2016,	$\cap$		
	WESTERM	SURETY	COMPANY
		_//	111

Tal T. Bufft Paul T. Fruffat, Vice President

To validate bond authenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

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obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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 \_\_\_\_\_\_\_ day of <u>August</u> 20 16

**Principal** 

Surety

Summerhill Electric, Inc.

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

WESTERN SURETY COMPANY (Name of Surety)

(Signature of Person with Authority)

Gregory Kenneth Kosich, Attorney-In-Fact (Print Name)

Kosich Family Insurance Services, L L C

(Name of California Agent of Surety) 643 S. Main st., Ste. A Ukiah, CA 95482

(Address of California Agent of Surety)

(925) 284-3911

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT **Oakland Technical High School Prop 39 Lighting Auditorium** Project No. 15122-1 July 1, 2016

PAYMENT BOND DOCUMENT 00 61 15 -2

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#### CG D2 48 08 05 SUMMERHILL ELECTRIC 1-680-1244B831-TIL-12

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

# BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

## This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other Insurance".
- 4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - I. How, when and where the "occurrence" or offense took place;
    - ii, The names and addresses of any injured persons and witnesses; and
    - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - I. Immediately record the specifics of the claim or "suit" and the date received; and

http://eforms.travelers.com/nxt/gateway.dll/fssforms1/general%20liability/cgd2480805.ht.. 7/10/2008

Page 2 of 2

## CG D2 48 08 05 SUMMERHILL ELECTRIC I-680-1244B831-TIL-12

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "sult", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and Indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

- While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period...

CG D2 48 08 05

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http://eforms.travelers.com/nxt/gateway.dll/fssforms1/general%20liability/cgd2480805.ht... 7/10/2008

(REV.7-2014)

NA

#### CERTHOLDER COPY

# P.O. BOX 8192, PLEASANTON, CA 94588

#### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-15-2016

GROUP: POLICY NUMBER: 9148360-2015 CERTIFICATE ID: 8 CERTIFICATE EXPIRES: 12-31-2016 12-31-2015/12-31-2016

OAKLAND UNIFIED SCHOOL DISTRICT

NA

JOB: OAKLAND TECH HIGH SCHOOL LIGHTING PROP-39 AUDITORIUM PROJECT # 15122-1

955 HIGH ST OAKLAND CA 94601-4404

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative President and CEO EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2016-07-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - SUMMERHILL SR, LOUIS ALLE PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - SUMMERHILL, TERESA LOUISE SECRETARY TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-31-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

NA

EMPLOYER

SUMMERHILL ELECTRIC INC. 5230 E 12TH ST OAKLAND CA 94601



# AWARD OF BID ROUTING FORM

Pagez? Linx 19

	Project Informatio	n	المريقة والمتريقة المستجمع والنظ				
Project Name Oakland Technical Prop 39 Lighting Auditorium Site 305							
Basic Directions							
Serv	ces cannot be provided until the contract is fully approv	ed and a F	Purchase Order has been issued.				
Attachment [ Checklist	Proof of general liability insurance, including certificates an Workers compensation insurance certification, unless vence	d endorser lor is a sole	nents, if contract is over \$15,000 e provider				

Contractor Information								
Contractor Name	Summerhill Electric Agency's Contact Louis Summerhill							
OUSD Vendor ID #	V060282							
Street Address	5230 E. 12 <sup>th</sup> Street	City Oal		land	State	CA	Zip	94601
Telephone	510-536-1685	Policy Expires		11.24	.2016			
Contractor History Previously been an OUSD contractor? X Yes No Worked as an OUSD employee? Yes X No								
OUSD Project # 15122-1								

		Term	den de la patrice
Date Work Will Begin	9-15-2016	Date Work Will End By (not more than 5 years from start date)	9-15-2017

			Con	npensation				
Total Contract Amount		\$ Total Contract Not To Exceed			\$150,000.00			
Pay Rate Per Hour (If Hourly)		\$		If Amendment, Changed Amount			\$	
Other Expenses				Requisition Number				
lf you are planni	ng to multi-fui	nd a contract using LE	•	et Information please contact the State and	Federal Office <u>befo</u>	o <u>re</u> com	pleting requisition.	
Resource #	Funding Source			Org Key	Object C	ode	Amount	
9350 Fund 21		, Measure J		3059905894	6274		\$150,000.00	

#### 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 Pho	ne	510-535-7038	Fax	510-535-7082					
1.	Director, Facilities									
	Signature		Date Approved	8171	C					
2.	General Counsel, Department of Facilities Flanning and Management									
	Signature AMA		Date Approved	0.11	116					
	Deputy Chief, Facilities Planning and management									
3.	Signature	Λ	Date Approved							
	Senior Business Officer			10 To 10-						
<b>4</b> .	Signature	$\mathbb{V}$	Date Approved							
	President, Board of Education									
5.	Signature		Date Approved							

#### THIS FORM IS NOT A CONTRACT