

Board Office Use: Legislative File Info.	
File ID Number	20-0884
Introduction Date	5-27-2020
Enactment Number	20-0728
Enactment Date	5/27/2020 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning & Management

Board Meeting Date May 27, 2020

Subject Award of Agreement Between Owner and Contractor - Competitively Bid - Ray's Electric Company - Washington Sankofa Portable Classrooms Project - Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Ray's Electric Company ("Contractor"), Oakland, California, for the latter to prepare the site for installation of three portable classroom buildings by another contractor, and to perform other construction services for the buildings, for the Washington Sankofa Portable Classrooms Project, in the amount of \$348,080.00, including a \$30,000.00 contingency, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **June 1, 2020**, and scheduled to last for **Sixty (60)** Calendar days pursuant to the contract.

Discussion The scope of work of the contract consists of preparation of the site for installation of three portable classroom buildings and to perform other construction services for the buildings. Contractor was selected through competitive bidding. (Public Contract Code 22037).

LBP (Local Business Participation Percentage) 79.1%

Recommendation Approval by the Board of Education of Award of Agreement Between Owner and Contractor - Competitively bid - on behalf of the District to Ray's Electric Company ("Contractor"), Oakland, California, for the latter to prepare the site for installation of three portable classroom buildings by another contractor, and to perform other construction services for the buildings, for the Washington Sankofa Portable Classrooms Project, in the amount of \$348,080.00, including a \$30,000.00 contingency, as the lowest responsive and responsible bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **June 1, 2020**, and scheduled to last for **Sixty (60)** Calendar days pursuant to the contract.

Fiscal Impact Special Reserve Capital Fund

Attachments

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 20-0884

Department: Facilities Planning & Management

Vendor Name: Ray's Electric Company

Project Name: Washington Sankofa Portable Classrooms

Project No.: 19141

Contract Term: Intended Start: 6-1-2020

Intended End: 7-30-2020

Total Cost Over Contract Term: \$348,080.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Ray's Electric, was selected by the District as the lowest responsive and responsible bid.

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

Contractor will perform preparation and installation work for three portable classrooms being delivered by another party.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective June 1, 2020, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **RAY'S ELECTRIC COMPANY** hereinafter called the "Contractor."

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

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

the Washington Sankofa Portables Classrooms Project, located at 581 61st Street,
Oakland, California, 94609,

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

OUSD – 955 High Street, Oakland, CA, 94601,

and other Contract Documents relating thereto.

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

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Sixty (60)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **June 1, 2020**, in which case the deadline for completion would be **July 30, 2020**

Failure to Complete the Work within the Contract Time and in the manner provided

Construction Agreement – Ray's Electric Company – Washington Sankofa Portable Classrooms Project - \$348,080.00

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: One Thousand \$1,000.00 for each calendar day.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: One Thousand \$ 1,000.00 for each calendar day.

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

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all

retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds **THREE HUNDRED FORTY-EIGHT THOUSAND, EIGHTY DOLLARS NO/100 (\$348,080.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of THIRTY THOUSAND DOLLARS (\$30,000.00) to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's

governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

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

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

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

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

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

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

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code,

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

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

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

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be One Million \$1,000,000 per occurrence for

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

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

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

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

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

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

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

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens,

duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

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

OAKLAND UNIFIED SCHOOL DISTRICT

 5/28/2020

Jody London, President, Board of Education Date

 5/28/2020

Kyla Johnson-Trammell, Superintendent, Board of Education Date

Tadashi Nakadegawa, Interim Deputy Chief, Date
Facilities Planning and Management

CONTRACTOR


Signature

Greg Gruendl 4/21/2020

Print Name

President

Title

Approved As To Form:

OUSD Facilities Legal Counsel Date

682725

CALIFORNIA CONTRACTOR'S

LICENSE NO.

12/31/2021

LICENSE EXPIRATION DATE

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

See attached

ACTION OF BOARD OF DIRECTORS OF GRUENDL INC BY WRITTEN CONSENT

RECEIVED
APR 20 2020
RAY'S ELECTRIC

Department of Facilities Planning and Management

MEMORANDUM

Date: April 15, 2020
To: Juanita Hunter
From: Lupe Serrano, LBU Consultant
Subject: Sankofa Academy Portable Classroom Project #19141

The above reference project is subject to the District's Local Business Utilization Policy (LBU) 50% requirements.

SUMMARY:

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Sankofa Academy Portable Classroom Project submitted by Ray's Electric, Kerex Engineering and Bay Construction.

- Ray's Electric achieved 79.1% LBU (0% LBE and 79.1% SLBE/SLRBE)
- Kerex Engineering achieved 0% LBU (0% LBE and 0% SLBE/SLRBE)
- Bay Construction Co. achieved 93.7% LBU (0% LBE and 93.7% SLBE/SLRBE)

RECOMMENDATION:

Based on the LBU Participation Worksheets, the Compliance Team finds Ray's Electric to be the responsive low bidder and eligible for contract award.

Local Business Utilization Program Consultants





LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Ray's Electric

Project: Sankofa Academy Portables Classrooms

Project #: 19141

Estimate:

Bid Opening Date: Thursday, Apr 27, 2020

Time: 2:00 pm

Project Mgr: Mary Ladezma

Architect: N/A

Base Bid: \$318,080.00

Verified Local Business Participation Discount: \$12,723.20

Base Bid W/LBP Discount: \$305,356.80

Based on Policy Calculation: 4%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments
PRIME Company: Ray's Electric					
Address: 411 Pendleton Way, Suite B	\$260,398.00		74.8%		
City/State: Oakland, CA					
Phone: 510-577-7700					
Fax:					
Company: George E. Masker, Inc.					
Address: 7699 Edgewater Drive	\$14,800.00		4.3%		
City/State: Oakland, CA					
Phone: 510-					
Company:					
Address:					
City/State:					
Phone:					
TOTAL PARTICIPATION	\$275,198.00	0.0%	79.1%	0.0%	79.1%

Lupe Serrano 04/16/2020

APPROVAL- LBU Compliance Officer

L. Luster and Associates

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Sankofa Academy
Project: Portables Classroom
Project #: 19141
Estimate: \$240,000

Date: Thursday, April 9, 2020
Time: 2:00 PM
Project Mgr: Mary Ledezma
Architect: SMEEK Architecture

Signature of Witness to Bid

Signature of Bid Opener

Company:	Ray's Electric	Base Bid:	\$318,080.00	Required Day of Bid:	
Address:	411 Pendleton Way Suite B	Allowance:	\$30,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$348,080.00	Addendum Acknow.	X
Phone:	510-577-7700	Alternates:		Bid Bond	X
Fax:	510-577-7706			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:49 PM	4/9/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/9/2020		
Company:	Krex Engineering	Base Bid:	\$340,000.00	Required Day of Bid:	
Address:	93 Monte Cresta Ave	Allowance:	\$30,000.00	Signed Bid Form	X
City/State:	Pleasant Hill, CA	TOTAL:	\$370,000.00	Addendum Acknow.	X
Phone:	347-613-5788	Alternates:		Bid Bond	X
Fax:	877-413-9730			Non-Collusion	X
	non-responsive			Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	4/9/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/9/2020		
Company:	Bay Constrution	Base Bid:	\$421,000.00	Required Day of Bid:	
Address:	4026 MLK Jr Wy	Allowance:	\$30,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$451,000.00	Addendum Acknow.	X
Phone:	510-658-7225	Alternates:		Bid Bond	X
Fax:	510-658-4890			Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:46 PM	4/9/2020	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:05 PM	4/9/2020		
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$30,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Ray's Electric

Project: OUSD - Sankofa Academy Portable Classrooms

Project #: 19141

Estimate: \$348,080.00

Bid Opening Date: April 9, 2020

Time: 2:00pm

Project Mgr: Mary Ledezma

Architect: S Week Architecture

Base Bid Dollar Amount	\$348,080.00	Note: Please complete dollar amounts for sub/prime work, local business percentages, base bid			
	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: Ray's Electric Address: 411 Pendleton Way, Suite B City/State: Oakland, CA Phone: 510-577-7100	\$ 260,398.00	X	X	X	4281
Company: George E. Masker, Inc. Address: 7699 Edgewater Drive City/State: Oakland, CA Phone:	\$ 14,800.00	X	X		4704
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$275,198.00	79.10%	79.10%	74.48%	79.10%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid documents.

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

BID FORM
DOCUMENT 00 31 01

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

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

Dear Board Members:

The undersigned, doing business under the firm name of Ray's Electric, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Sankofa Academy Portable Classroom Project, 581 61st Street, Oakland, California (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

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

Three Hundred Eighteen Thousand Eighty Dollars \$ 318,080.00
Base Bid Amount

Thirty Thousand Dollars \$ 30,000.00
Contingency Allowance

Three Hundred Forty-Eight Thousand Eighty Dollars \$ 348,080.00
Total Bid Amount

Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-1

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Thirty Thousand dollars (\$30,000.00).**

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 19141

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, "flood" excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, "earthquake" is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

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

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies that this contractor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

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

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:
411 Pendleton Way Suite B, Oakland, CA 94621

Our Public Liability and Property Damage Insurance is placed with:
Stanley M. Davis & Co.

Our Workers' Compensation Insurance is placed with:
Stanley M. Davis & Co.

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

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

Addendum No. <u>1</u>	Date <u>03/13/2020</u>	Addendum No. <u>4</u>	Date <u>03/25/2020</u>
Addendum No. <u>2</u>	Date <u>03/17/2020</u>	Addendum No. <u>5</u>	Date <u>04/3/2020</u>
Addendum No. <u>3</u>	Date <u>03/19/2020</u>	Addendum No. <u> </u>	Date <u> </u>

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

**BID FORM
DOCUMENT 00 31 01-3**

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

Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Greg Gruendl
Title: President
Name of Company as Licensed in California: Gruendl Inc. DBA Ray's Electric
Business Address: 411 Pendleton Way, Suite B Oakland, CA 94621
Telephone Number: 510-577-7700
Email Address: greg@rayselectric.net
California Contractor License No.: 682725
Class and Expiration Date: A & C10 12/31/2021
Public Works Contractor Registration No.: 1000005610
State of Incorporation, if Applicable: CA

☒ Evidence of authority to bind corporation is attached.

Dated: April 9, 2020

Signed: 

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-4

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

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

Date: April 3, 2020 @ 9:30am

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

ACTION OF BOARD OF DIRECTORS OF GRUENDL INC BY WRITTEN CONSENT

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

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

To provide bid proposal Oakland Unified School District project: Sankofa Academy Portable Classroom No. 19141 and authorize Greg Gruendl, president, to have authority to sign bid proposal and related documents in the state of California

Approved: _____

Greg Gruendl, President

In witness whereof, the undersigned, being the sole secretary of Gruendl Inc executed on April 3, 2020

Witness _____

Carlos Franco, Secretary

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

PRIME:	Bid Opening Da
Project:	Time:
Project #:	Project Mgr:
Estimate:	Architect:

Time:

Project Mgr:

Architect:

Base Bid Dollar Amount		\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company:							
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City/State:							

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid documents.

LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY

PRIME: _____ Bid Opening Date: _____
 Project: _____ Time: _____
 Project #: _____ Project Mgr: _____
 Estimate: _____ Architect: _____

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
TRUCKING					
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 and prime work; local business percentages; base bid

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid documents.

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of KEREX ENGINEERING, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Sankofa Academy Portable Classroom Project, 581 61st Street, Oakland, California (the "Contract")**.

The Contract Documents were prepared by ***Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.***

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

<u>THREE HUNDRED FORTY THOUSAND.</u>	Dollars \$ <u>340,000⁰⁰</u>
<i>Base Bid Amount</i>	
<u>Thirty Thousand</u>	Dollars \$ <u>30,000.00</u>
<i>Contingency Allowance</i>	
<u>THREE HUNDRED SEVENTY THOUSAND.</u>	Dollars \$ <u>370,000⁰⁰</u>
<i>Total Bid Amount</i>	
 <i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-1

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Thirty Thousand dollars (\$30,000.00).**

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 19141

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies that this contractor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

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

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

PO Box 23831, PLEASANT HILL, CA 94523.

Our Public Liability and Property Damage Insurance is placed with:

LIBERTY MUTUAL.

Our Workers' Compensation Insurance is placed with:

LIBERTY MUTUAL

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

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

Addendum No. 1 Date 03/11 Addendum No. 4 Date 03/25
Addendum No. 2 Date 03/11 Addendum No. 5 Date 04/03
Addendum No. 3 Date 03/19 Addendum No. _____ Date _____

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and

OAKLAND UNIFIED SCHOOL DISTRICT

Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

**BID FORM
DOCUMENT 00 31 01-3**

Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: PATRICK NADDEN
Title: PRESIDENT
Name of Company as Licensed in California: KEREX ENGINEERING, INC.
Business Address: 93 MONTE RESTA AVE. PLEASANT HILL, CA. 94523
Telephone Number: (347) 613-5788
Email Address: patrick@kerexengineering.com
California Contractor License No.: 1002913
Class and Expiration Date: A EXP. 11/30/2020
Public Works Contractor Registration No.: 1000033698
State of Incorporation, if Applicable: CALIFORNIA

☒ Evidence of authority to bind corporation is attached.

Dated: APRIL 8, 2020

Signed: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-4

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Bay Construction C Bid Opening Dat 4/9/2020 2:00PM
 Project: Sankofa Academy Portable Classroom Time:
 Project #: 19141 Project Mgr:
 Estimate: \$ 300,000.00 Architect:

Base Bid Dollar Amount		\$ 421,000.00	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
		Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Bay Construction Co. Address: 4026 Martin Luther King Jr. Way City/State: Oakland, CA 94609 Phone: 510-658-7225		\$ 246,485.00		58.5%		2170
NORTH AMERICAN FENCE & RAILING INC. 515 23RD AVENUE City/State: Oakland, CA . CA 94606 Phone:		\$ 9,135.00		2.2%		5389
COMACK PLUMBING 825 8TH AVE OAKLAND. CA 94606 Phone:		\$ 22,000.00		5.2%		
TULUM SYSTEMS 3101 HYDE STREET OAKLAND. CA 94601 Phone:		\$ 138,880.00		33.0%		7831
Company: Address: City/State: Phone:						
TOTAL PARTICIPATION		\$416,500.00	0.0%	98.9%	0.0%	98.9%

Note: Please complete dollar amounts for subprime work, local business percentages, base bid

APPROVAL- LBU Compliance Officer

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

BID FORM
DOCUMENT 00 31 01

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

Dear Board Members:

The undersigned, doing business under the firm name of Bay Construction Co., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Sankofa Academy Portable Classroom Project, 581 61st Street, Oakland, California (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

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

<u>Four Hundred Twenty one thousand</u>	Dollars \$ <u>421,000</u>
<i>Base Bid Amount</i>	
<u>Thirty Thousand</u>	Dollars \$ <u>30,000.00</u>
<i>Contingency Allowance</i>	
<u>Four Hundred FIFTY ONE THOUSAND</u>	Dollars \$ <u>451,000</u>
<i>Total Bid Amount</i>	
 <i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-1

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Thirty Thousand dollars (\$30,000.00).**

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 19141

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

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood (for projects not solely funded through revenue bonds, “flood” excludes a tidal wave), earthquake (for projects not solely funded through revenue bonds, “earthquake” is limited to those of 3.5 or less on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this bid certifies that this contractor does not appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

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

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

4026 Martin Luther King Jr Way,
Oakland, CA 94609

Our Public Liability and Property Damage Insurance is placed with:

Houston Speciality Insurance Company

Our Workers' Compensation Insurance is placed with:

State Compensation Insurance Fund

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

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

Addendum No. <u>1</u>	Date <u>3/11/20</u>	Addendum No. <u>4</u>	Date <u>3/25/20</u>
Addendum No. <u>2</u>	Date <u>3/17/20</u>	Addendum No. <u>5</u>	Date <u>4/3/20</u>
Addendum No. <u>3</u>	Date <u>3/19/20</u>	Addendum No. _____	Date _____

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and

OAKLAND UNIFIED SCHOOL DISTRICT

Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

**BID FORM
DOCUMENT 00 31 01-3**

Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

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

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

Print or Type Name: Yang Kay

Title: President

Name of Company as Licensed in California: Mark Lee & Yang Kay, Inc. D.B.A.

Business Address: Bay Construction Co. 4026 MLK Jr Way, Oakland, CA 94609

Telephone Number: 510 658 7225

Email Address: yangkay@yahoo.com

California Contractor License No.: 593411

Class and Expiration Date: A, B, C27, C33, 05/31/2020

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: California

☒ Evidence of authority to bind corporation is attached.

Dated: 04/09, 20 20

Signed: 

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

BID FORM
DOCUMENT 00 31 01-4

ORIGINAL

Bond No. EACX4006777
Premium: \$5,917.00

DOCUMENT 00 61 00
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, Gruendl, Inc. dba Ray's Electric, as Principal, and Endurance *, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Three Hundred Forty-Eight Thousand, Eighty Dollars (\$348,080.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated May 28, 2020, for construction of

*Assurance Corporation

the Washington Sankofa Portable Classroom Project located at 581 61st Street, Oakland, California 94609. (The Contract").

Scope includes selective demolition and saw cutting ,trenching, underground utilities and hookups, domestic cold water, sanitary sewer, fire alarm system, intrusion alarm system, electrical system, data network system, low voltage systems, plumbing, exterior painting, restroom accessories, signage, chain link fencing, asphalt paving & parking lot striping.

Owner's portable manufacturer/vendor will deliver and assemble three (24'x40') portable classroom buildings with restrooms and prefabricated ramps (NIC).

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

PERFORMANCE BOND
DOCUMENT 00 61 00

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 22nd day of April, 2020, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Gruendl, Inc. dba Ray's Electric

(Affix Corporate Seal)

By: 

(Corporate Principal)

411 Pendleton Way, Suite B

Oakland, CA 94621

(Business Address)

(Affix Corporate Seal)

Endurance Assurance Corporation

(Corporate Surety)

12890 Lebanon Road

(Business Address)

Mount Juliet, TN 37122

By: 

T. Le, Attorney-in-Fact

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

**First \$500,000 \$17.00 per \$1,000

Next \$2,000,000 \$10.00 per \$1,000

The total amount of premium charged is \$5,917.00

Next \$2,500,000 \$ 7.50 per \$1,000

Next \$2,500,000 \$ 7.00 per \$1,000

Over \$7,500,000 \$ 6.50 per \$1,000

The above must be filled in by Corporate Surety.

OAKLAND UNIFIED SCHOOL DISTRICT

Sankofa Academy

Portable Classroom Project

Project No. 19141

March 2, 2020

**PERFORMANCE BOND
DOCUMENT 00 61 00**

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 ALAMEDA

On APR. 24, 2020 before me, ARMAN AKRAM KHAN, NOTARY PUBLIC

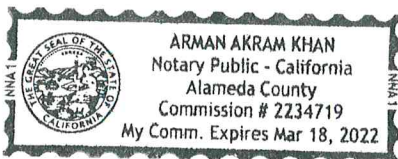
DATE Here Insert Name and Title of the Officer
personally appeared GREGI GRUENDL

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

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: PERFORMANCE BOND Document Date: 4/24/2020

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: _____

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On April 22, 2020 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)





POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan M. Exline, M. Moody, Betty L. Tolentino, K. Zerounian, Kevin Re, Janet C. Rojo, Virginia L. Black, Francis E. Cook, Julia Ortega, T. Le, Brittany Kavan, Gillian Bhaskaran, Maureen O'Connell** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of April, 2020.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

DOCUMENT 00 61 01
PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Gruendl, Inc. dba Ray's Electric, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct **the Washington Sankofa Portable Classroom Project located at 581 61st Street, Oakland, California 94609. (The "Contract")**

Scope includes selective demolition and saw cutting ,trenching, underground utilities and hookups, domestic cold water, sanitary sewer, fire alarm system, intrusion alarm system, electrical system, data network system, low voltage systems, plumbing, exterior painting, restroom accessories, signage, chain link fencing, asphalt paving & parking lot striping.

Owner's portable manufacturer/vendor will deliver and assemble three (24'x40') portable classroom buildings with restrooms and prefabricated ramps (NIC).

which said agreement dated May 28, 2020, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Endurance Assurance Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Three Hundred Forty-Eight Thousand, Eighty Dollars (**\$348,080.00**) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

PAYMENT BOND
DOCUMENT 00 61 01

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

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

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

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

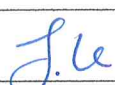
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 22nd day of April, 2020.

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

Gruendl, Inc. dba Ray's Electric
Principal

By: 

Endurance Assurance Corporation
Surety

By: 

T. Le, Attorney-in-Fact
PAYMENT BOND
DOCUMENT 00 61 01

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

OAKLAND UNIFIED SCHOOL DISTRICT
Sankofa Academy
Portable Classroom Project
Project No. 19141
March 2, 2020

PAYMENT BOND
DOCUMENT 00 61 01

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

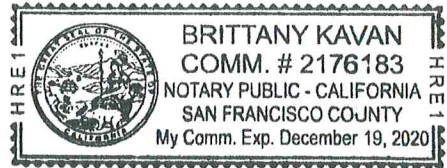
On April 22, 2020 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)





POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan M. Exline, M. Moody, Betty L. Tolentino, K. Zerounian, Kevin Re, Janet C. Rojo, Virginia L. Black, Francis E. Cook, Julia Ortega, T. Le, Brittany Kavan, Gillian Bhaskaran, Maureen O'Connell** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

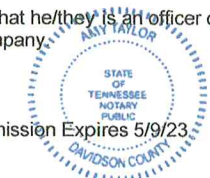
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of April, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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

ALAMEDA

On

APR. 24, 2020

Date

before me, ARMAN AKRAM KHAN, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

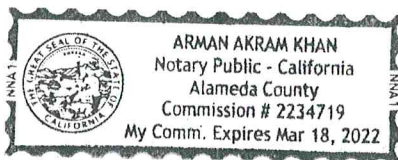
GREG GUVENOL

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

[Signature]
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:

PAYMENT BOND

Document Date:

4/24/2020

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:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2020

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

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

PRODUCER	Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 San Leandro, CA 94577 License #: 0D60878	CONTACT NAME: Luis Quinteros PHONE (A/C, No, Ext): (510)895-4800 E-MAIL ADDRESS: luis@smdinsurance.com FAX (A/C, No): (510)895-3995
INSURED	Gruendl Inc. DBA Ray's Electric Inc. 411 Pendleton Way, Suite B Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A : Landmark American Insurance Company INSURER B : Travelers Indemnity Co. of CT INSURER C : Travelers Property Casualty Company of America INSURER D : INSURER E : INSURER F :
		NAIC # 33138 25682 25674

COVERAGES

CERTIFICATE NUMBER: 00004319-13392353

REVISION NUMBER: 80

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD <input checked="" type="checkbox"/> Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHA140574	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8101N1587791926G	06/11/2019	06/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			LHA247271	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 checked="" type="checkbox"/> Y <input type="checkbox"/> N / A	Y	UB-9J29830A-20-26-G	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*** READ NEXT PAGE ***

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

(LEQ)

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AGENCY CUSTOMER ID: 00004319

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Stanley M. Davis & Company Insurance Brokers		NAMED INSURED Gruendl Inc. DBA Ray's Electric Inc.
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: The Washington Sankofa Portables Classrooms Project located at 581 - 61st Street, Oakland CA 94609.

Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named as additional insured for general liability for offsite operations as per endorsement forms RSG15017 0615, CG2001 0413 & RSG14048 1008 attached. Workers' Compensation waiver is included per endorsement form WC 99 03 76 (A) attached. All policies contain a 30 day notice of cancellation with 10 days for non-payment of premium.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

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

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

This endorsement effective 6/11/2019
forms part of Policy Number LHA140574
issued to GRUENDL INC DBA: RAYS ELECTRIC INC.
by Landmark American Insurance Company

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

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

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

This endorsement effective 6/11/2019
forms part of Policy Number LHA140574
issued to GRUENDL INC DBA: RAYS ELECTRIC INC.
by Landmark American Insurance Company



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB-9J29830A-20-26-G

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

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

ELECTRICAL CONTRACTORS AND OTH

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Washington Sankofa Portable Classrooms Project	Site	161
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Basic Directions

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

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

Contractor Name	Ray's Electric Company	Agency's Contact		Greg Gruendl			
OUSD Vendor ID #	003531	Title		President			
Street Address	411 Pendelton Way, Suite A	City	Oakland	State	CA	Zip	94621
Telephone	510-577-7700	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 #	19141						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-1-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	7-30-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$348,080.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0000/9827	Fund 40	400-0000-0-9827-8500-6271-161-9180-9005-9999-99999	6271	\$348,080.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Acting Director, Building and Grounds				
	Signature		Date Approved		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved		
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		