Board Office Use: **Legislative File Info.**	
File ID Number	21-0542
Introduction Date	3-10-2021
Enactment Number	21-0291
Enactment Date	3/10/2021 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Non-Bid)

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Marc White, Director, Buildings & Grounds Department
Board Meeting Date	March 10, 2021
Subject	Resolution for Declaration of Emergency and Award of Contract for Construction Services – Non competitively bid –Oakland Technical High School Emergency Storm Drain Replacement Project to ER Plumbing & Construction, Inc.
Action Requested	Approval by the Board of Education, by four-fifths vote, of Resolution No. 2021-0150, Declaration of Emergency and Award of Contract for Construction Services for Emergency Repair to ER Plumbing & Construction, Inc. for the storm drain replacement project at Oakland Technical High School in an amount not to exceed $217,450.00, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor with work scheduled to commence on March 11, 2021, and scheduled to last until April 1, 2021, pursuant to the contract. Contractor was selected without competitive bidding because this is considered as an emergency contract. (Public Contract Code §22035 and §22050).
Discussion	The scope of work of the contract services are being provided on an emergency basis, includes providing repair and construction services for storm drain system repair and replace all concrete/asphalt affected. The contract was deemed an emergency as rain water was backing up and flooding the auditorium. Immediate action was necessary in order to protect the health and safety of staff, prevent additional flooding of the auditorium, repair an open trench exposing the damaged storm drain, prevent conditions from worsening, and to avoid additional damage to District property.
LBP (Local Business Participation Percentage)	00.00%

Recommendation	Approval by the Board of Education, by four-fifths vote, of Resolution No. 2021-0150, Declaration of Emergency and Award of Contract for Construction Services for Emergency Abatement and Repair to ER Plumbing, Inc. for the storm drain replacement project at Oakland Technical High School in an amount not to exceed $217,450.00, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor.
Fiscal Impact	Deferred Maintenance Fund 140
Attachments	● Resolution 2021-0150 ● Agreement ● Construction Work including scope of work ● Payment and Performance Bonds ● Insurance Certificate

RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND SCHOOL DISTRICT

RESOLUTION NO. 2021-0150

DECLARING AN EMERGENCY THAT REQUIRES THE PROCUREMENT OF CONSTRUCTION SERVICES FOR EMERGENCY ABATEMENT AND REPAIR AT OAKLAND TECHNICAL SCHOOL, AND AWARDING A CONTRACT FOR PERFORMANCE OF THE EMERGENCY REPAIR WORK

WHEREAS, on or about February 24, 2020, at Oakland Technical High School, 4351 Broadway, Oakland, California, 94611 (the "Site") damage to a storm drain was discovered as water began to flood the auditorium. Immediate action is necessary in order to protect the health of persons on campus, and to avoid the additional property damage that results from flooding; and

WHEREAS, back-ups to the storm drain present a serious health and safety risk as it results in rain water settling on the roof and consequently flooding the auditorium and adjacent classrooms; and

WHEREAS, the District is not able to stop the flooding and greater property damage is inevitable when it rains; and

WHEREAS, without performance of the work, the affected areas of the school would be closed and there would be an increased safety risk for persons that are present on campus; and

WHEREAS, in order to abate the emergency, and to provide for the safety of persons at the Site, the District has to immediately enter into a contract in order to repair the damaged storm drain ("Repair Work") because of the serious health and safety concerns for persons at the Site and to prevent further damage to District property; and

WHEREAS, the District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, et seq., "CUPCCAA"), which requires formal competitive bidding for construction contracts over $200,000, and formal or informal competitive bidding for construction contracts over $60,000; and

WHEREAS, there was insufficient time to competitively bid the contract for the Repair Work, because of the inability of staff to safely use District facilities and further competitive bidding would have delayed the commencement of the work until at least March 25, 2021, or later, and that delay in the start of the work would have had a severe impact on the facilities and the operation of the Site; and

WHEREAS, an exception to the applicable competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the Governing Board of the District ("Board") may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code §22035); and

WHEREAS, an emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code §1102); and

WHEREAS, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

WHEREAS, section 22050 requires, in relevant part, that the following steps be taken:

> (1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;
>
> (2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;
>
> (3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days;
>
> (4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, for the effective and timely management of the District, and for the prompt remediation of the above-described emergency, a contract will be awarded to ER Plumbing & Construction, Inc. in an amount not to exceed $217,450.00 for damage to a storm drain that was discovered as water began to flood auditorium. Immediate action is necessary in order to protect the health and safety of persons on campus, and to avoid the additional property damage that results from water flooding the auditorium. ER Plumbing, Inc. will repair the storm drain by replacing 430' of 6" clay piping, connecting replaced pipe to the City main storm drain, repair the open trench exposing the damaged storm drain, and replace all concrete and asphalt affected by the pipe replacement.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

> 1. That the above recitals are true and correct;
>
> 2. That there is an emergency at the Site as defined by applicable statute(s) ("Emergency");

3. That, as described above, in order to mitigate and minimize as quickly as possible the potential health and safety impact on staff, the Repair Work had to commence on immediately and therefore would not have permitted the delays which would have resulted from a competitive bidding process, and this action was necessary to respond to the Emergency;

4. That the Board of Education hereby awards the proposed contract with ER Plumbing for the Repair Work in the amount of Two Hundred Eighteen Thousand Dollars and no cents ($217,450.00); and

5. That (a) District staff shall report on the status of this Emergency to the Board at its next regularly scheduled meeting so that the Board may determine, by a four-fifths vote, that there is a need to continue the Emergency action, including a specific determination that the remainder of the Emergency action cannot be completed by giving notice for bids to let contracts; (b) after any four-fifths vote by the Board to continue the Emergency action, pursuant to this paragraph District staff shall report to the Board at its next regularly scheduled meeting for another continuation vote by the Board, including the above specific determination; and (c) if the Board ever fails to make the above determination by four-fifths vote, the Emergency action shall terminate, and any further Repair Work shall be performed pursuant to competitive bidding (unless another exception to the competitive bidding requirement applies).

PASSED AND ADOPTED by a four-fifths (4/5) vote by the Board of Education of the Oakland Unified School District this 10th day of March, 2021; by the following vote, to wit:

PREFERENTIAL AYE:	Jessica Ramos (Student Director)
PREFERENTIAL NOE:	None
PREFERENTIAL ABSTENTION:	None
PREFERENTIAL RECUSE:	None
AYES:	Aimee Eng, VanCedric Williams, Gary Yee, Mike Hutchinson, Clifford Thompson, Benjamin "Sam" Davis, and President Shanthi Gonzales
NOES:	None
ABSTAINED:	None
RECUSE:	None
ABSENT:	Samantha Pal (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on March 10, 2021.

Legislative File Info.	
File ID Number:	21-0542
Introduction Date:	3/10/21
Enactment Number:	21-0291
Enactment Date:	3/10/2021 lf

Approved as to form

Andrea Epps

Deputy General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective **March 11, 2021**, is by and between the Oakland Unified School District, Alameda County, hereinafter called the "Owner," and **ER PLUMBING & CONSTRUCTION, INC.**, hereinafter called the "Contractor," with each a "Party," and together the "Parties." to this Agreement.

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

Oakland Technical High School – Emergency Strom Drain Replacement Project, 4351 Broadway, Oakland, California 94611,

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

N/A

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work to provide emergency services on an emergency basis, includes repair and construction services for storm drain system repair and replace all concrete/asphalt affected. The contract was deemed an emergency as rain water was backing up and flooding the auditorium. Remove all construction related debris from job site to discard.

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 Seven (7) 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 **March 11, 2021**, in which case the deadline for completion would be **April 1, 2021**.

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

Accordingly, the parties agree that 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 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 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 **TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED FIFTY DOLLARS NO/100($217,450.00)** 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.

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. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

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 Standards 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 a change order signed by the parties and approved or ratified by the Governing Board.

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

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

CONTRACTOR

E R PLUMBING & CONSTRUCTION *[FIRM NAME]*

By: David Ball

Name: DAVID BALL

Title: Owner, Pres.

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales, President, Board of Education — Date 3/10/2021

Kyla Johnson-Trammell, Superintendent, Board of Education — Date 3/10/2021

Marc White, Buildings & Grounds Department — Date 3/1/21

APPROVED AS TO FORM:

Andrea Epps
OUSD Facilities Legal Counsel — Date 3/3/21

1000384
CALIFORNIA CONTRACTOR'S LICENSE NO.

01-20-2021
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.

SCOPE OF WORK – STORM DRAIN REPLACEMENT – OAKLAND TECH

Damage to a storm drain was discovered as water began to flood the auditorium. Back-ups to the storm drain present a serious health and safety risk as it results in water flooding into the auditorium. Immediate action is necessary in order to protect the health of persons on campus, and to avoid the additional property damage that results from water flooding the auditorium.

Also, at Oakland Tech, we have plywood covering an open trench exposing some of the damaged storm drain, another reason we consider the repair an emergency, as, the water presents a health and safety issue and would cause property damage to the auditorium.

The auditorium storm drain has been damaged by tree roots in the lawn area, causing significant damage to the drain. The result is that the site is experiencing back-ups on heavy rain days, and water finds its way inside the auditorium.

Total replacement of 430' of 6" clay piping on the 42nd street side from the Auditorium building. Replacing from Broadway to Emerald. Storm drain will be connected to the City 8" main storm drain. Replace all building laterals connections damaged by tree roots. Backfill and compact all trenches, replace all concrete and asphalt affected by pipe replacement. Remove all construction-related debris from the job site to discard.

PAYMENT BOND
DOCMENT 00 61 01
(Labor and Material)

Bond Number: 72341367

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and E R Plumbing & Construction, Inc. dba E R Construction, 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 Oakland Technical High School Storm Drain Replacement Contract, at 4351 Broadway, Oakland, which consists of damage to a storm drain was discovered as water began to flood the auditorium. Back-ups to the storm drain present a serious health and safety risk as it results in water flooding into the auditorium. Immediate action is necessary in order to protect the health of persons on campus, and to avoid the additional property damage that results from water flooding the auditorium,

which said agreement dated March 11, 2021, 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 WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of **Two Hundred Seventeen Thousand, Four Hundred Fifty Dollars ($217,450.00)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 3rd day of March, 2021.

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

E R Plumbing & Construction,
Inc. dba E R Construction
Principal

WESTERN SURETY COMPANY
Surety
151 North Franklin St., 17th Floor,
Chicago, IL 60606

By:_____
Attorney-in-Fact

C. Bendt, Assistant Secretary

_____

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

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 72341367

KNOW ALL MEN BY THESE PRESENTS that we, E R Plumbing & Construction, Inc. dba E R Construction, as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of **Two Hundred Seventeen Thousand, Four Hundred Fifty Dollars ($217,450.00)** 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 March 11, 2021, for construction of

the Oakland Technical High School Strom Drain Replacement (the Contract")
Which Consist of:
damage to a storm drain was discovered as water began to flood the auditorium. Back-ups to the storm drain present a serious health and safety risk as it results in water flooding into the auditorium. Immediate action is necessary in order to protect the health of persons on campus, and to avoid the additional property damage that results from water flooding the auditorium (the "Contract").

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

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors,

to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 3rd day of March, 2021, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

E R Plumbing & Construction, Inc. dba E R Construction
(Corporate Principal)
2346 E. 20th St.
Oakland, CA 94601
(Business Address)

(Affix Corporate Seal)

WESTERN SURETY COMPANY
(Corporate Surety)
151 North Franklin St., 17th Floor
(Business Address)
Chicago, IL 60606

By:

C. Bendt, Assistant Secretary

The rate of premium on this bond is $30.00 per thousand.

The total amount of premium charged is $6,524.00.

The above must be filled in by Corporate Surety.

ACKNOWLEDGMENT OF PRINCIPAL
(Individual)

State of _____ }
County of _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowleged to me that he/she executed the same.

In Witness Whereof, I have hereunto set my hand and official seal.

My commission expires

_____, _____ _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Firm)

State of _____ }
County of _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be one of the firm of _____ described in and who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she executed the same as and for the act and deed of said firm.

In Witness Whereof, I have hereunto set my hand and official seal.

My commission expires

_____, _____ _____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporation)

State of _____ }
County of _____ } ss

On this _____ day of _____, _____, before me, a notary public, the undersigned officer, personally appeared _____ who acknowleged himself/herself to be the _____ of _____ _____, a corporation, and that he/she as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In Witness Whereof, I have hereunto set my hand and official seal.

My commission expires

_____, _____ _____
Notary Public

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 3rd day of March, 2021, before me, a Notary Public in and for said County, personally appeared C. Bendt Assistant Secretary personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires:



My Commission Expires March 2, 2026

M. Bent
Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72341367

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

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

Principal: E R Plumbing & Construction, Inc. dba E R Construction

Obligee: Oakland Unified School District

Amount: $1,000,000.00

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

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

If Bond No. 72341367 is not issued on or before midnight of April 1, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of March, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 3rd day of March, in the year 2021, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires March 2, 2026

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of March, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

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

Form F5306-11-2020

ERPLUMB-02 JALVAREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

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	CONTACT NAME: AI.SAC@NFP.COM	
NFP P&C Services - Sacramento 9840 Business Park Dr. Ste. B Sacramento, CA 95827	PHONE (A/C, No, Ext): (888) 900-9989	FAX (A/C, No):
	E-MAIL ADDRESS: AI.SAC@NFP.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allied World Surplus Lines Insurance Co.	
INSURED	INSURER B :	
E R Plumbing and Construction Inc dba E R Construction 2346 East 20th Street Oakland, CA 94601	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	5057-3994-01	8/13/2020	8/13/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Employment Practices			5057-3994-01	8/13/2020	8/13/2021	Aggregate Lmt	1,000,000
A	Pollution Legal Liab			5057-3994-01	8/13/2020	8/13/2021	Ea Occurrence	1,000,000

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

OAKLAND UNIFIED SCHOOL DISTRICT, THEIR OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY AND WAIVER OF SUBROGATION APPLIES WITH RESPECT TO THE GENERAL LIABILITY PER THE CONDITIONS OF THE ATTACHED FORMS: CG 20 10 07 04, CCL 20 37 07 04, CSGL 00250 00 08 16,CG 24 04 05 09, CG 210 07 04 13. EPLI AND, POLLUTION ARE PROOF ONLY.

CERTIFICATE HOLDER

OAKLAND UNIFIED
SCHOOL DISTRICT
1000 BROADWAY
OAKLAND, CA. 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Johnny Alvarez

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ERPLUMB-03 MWILCOXEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2020

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 License # 0E63493 Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula, CA 92590	CONTACT NAME: PHONE (A/C, No, Ext): (951) 506-5859 FAX (A/C, No): (800) 474-3003 E-MAIL ADDRESS: service@orrandassociates.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Nor-Guard Insurance Company — 31470
INSURED E R Plumbing and Construction Inc dba E R Construction 2346 E 20th St. Oakland, CA 94601	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	ERWC071199	5/10/2020	5/10/2021	X PER STATUTE ☐ 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)

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY
OAKLAND, CA. 94607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mwenna Wilcoxen

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.05 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
OAKLAND UNIFIED SCHOOL DISTRICT	Water Works Repair/Replacement

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. ERWC071199
Insurance Company
Endorsement No.

Countersigned By _____

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Oakland Technical High School Storm Drain Replacement Project	**Site**	305

Basic Directions

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

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

Contractor Information

Contractor Name	ER Plumbing & Construction, Inc.	Agency's Contact	David Ball				
OUSD Vendor ID #	001567	Title	General Manager				
Street Address	2346 East 29th Street	City	Oakland	State	CA	Zip	94601
Telephone	510-388-0567	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	PR20009						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-11-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-1-2021
		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)	$217,450.00
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
0502	Deferred Maint. Fund 140	140-0502-0-9026-8500-6273-305-9880-9000-9999-99999	6273	$217,450.00

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
	Director, Buildings & Grounds				
	Signature Marc Whitmore		Date Approved	3/3/21	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Andrea Epps		Date Approved	3/3/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	3/3/2021	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT