

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-0813
Introduction Date	4-28-21
Enactment Number	21-0638
Enactment Date	4/28/2021 lf



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** April 28, 2021

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Ray’s Electric Company– Washington Sankofa Academy Portable Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No. 1 to the contract between the District and Ray’s Electric Company, Oakland, CA, that includes backcharges for extra inspection Services for the Washington Sankofa Portables Project in the amount of \$30,631.00 reducing the contract price from \$348,080.00 to \$317,449.00, extending the current completion deadline of June 1, 2020, to October 21, 2020 (an additional 83 days).

**Discussion** This Change Order is a deductive change that includes backcharges associated with property services provided by Oakland Unified School District Custodial staff.

**LBP** (Local Business Participation Percentage) 79.1%

**Recommendation** Approval by the Board of Education of Change Order No. 1 to the contract between the District and Ray’s Electric Company, Oakland, CA, that includes backcharges for extra inspection Services for the Washington Sankofa Portables Project in the amount of \$30,631.00 reducing the contract price from \$348,080.00 to \$317,449.00, extending the current completion deadline of June 1, 2020, to October 21, 2020 (an additional 83 days).

**Fiscal Impact** Special Reserve Capital Fund

**Attachments**

- Change Order No. 1
- Scope of work
- Insurance Certificate



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER NO. 1

**PROJECT:** Washington Sankofa  
Portables Project

**DATE:** FEBRUARY 25, 2021

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** RAY'S ELECTRIC  
411 Pendleton Way  
Oakland, CA 94621

**DSA FILE NO.:** 01  
**DSA APP NO.:** 118898  
**OUSD PROJECT #:** 19141  
**PROJECT MANAGER:** Mary Ledezma

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs):

PCO#1 (\$30,000) Deductive change for property protection services provided by District Custodians.

PCO#2 (\$1,920) Deductive for extra inspection services by District's inspector

PCO#3 \$2,079.89 Additive cost to relocate heat detector in portable restrooms

PCO#4 (\$785) Deductive change to delete mirrors in portable restrooms (which were installed by portable vendor)

PCO#5 \$476.31 Additive change to provide water resistant fire alarm cabling below grade.

OTHER AGREED CHANGES TO THE CONTRACT:

Time Extension for delays to contract completion date.

(\$482.20) Deductive for balance of unused Allowance i(AED) in contract price.

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: (\$30,631)

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 83 calendar days

### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$348,080
Total of Prior Change Orders' Adjustments:	+ \$0.00
Total Contract Price Prior to this Change Order:	= \$348,080
This Change Order's Adjustment:	(\$30,631)
New Contract Price (including all allowances):	= \$317,449

Current Change Order's Percentage of Original Contract Price: -8.8%

Total Change Orders' Percentage of Original Contract Price: -8.8%

**NOTE:** Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time:	60 Calendar Days
Time extensions granted in prior change orders:	+ 0 Calendar Days
Time extension granted in this change order:	+ 83 Calendar Days
Adjusted Contract Time:	=143 Calendar Days

Start date per Notice to Proceed:	6/1/2020
Completion Deadline Based on Adjusted Contract Time:	10/21/2020

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to Form:

  
\_\_\_\_\_  
OUSD Facilities Counsel

Date

4/5/21

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shanthi Gonzales, President

4/29/2021

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent and  
Secretary, Board of Education

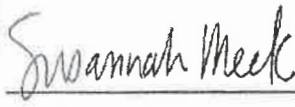
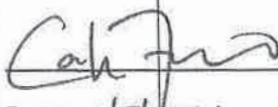
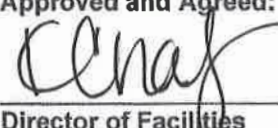
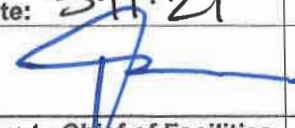
4/29/2021

\_\_\_\_\_  
Date



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

<b>Approved: Architect of Record</b>   <b>Date:</b> 3/5/21	<b>Approved and Agreed: General Contractor</b>   <b>Date:</b> 3/5/2021	<b>Approved and Agreed:</b>  <b>Director of Facilities</b> <b>Date:</b> 3.11.21  <b>Deputy Chief of Facilities</b> <b>Date:</b> 3/19/21



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## PRELIMINARY ORDER REQUEST No. 1

**PROJECT:** Sankofa Portable  
Classrooms

**DATE:** 2/25/2021

**SCHOOL:** Sankofa Academy

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT

**CONTRACTOR:** Ray's Electric

**PROJECT MANAGER:** Mary Ledezma

**DSA FILE NO.:** 01

**DSA APP NO.:** 118898

**OUSD PROJECT#:** 19141

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

### DESCRIPTION OF AGREED CHANGES IN WORK :

In accordance with the contract, this is a deductive change for backcharges associated with property protective services provided by OUSD Custodial staff.

overtime reports submitted from 8/8/2020 thru 8/23/2020

overtime reports submitted from 8/24/2020 thru 9/15/2020

Deductive Total Mutually Negotiated & Agreed is (\$30,000)

### CODE: REASON : contract requirement

Incomplete installation and testing of the Intrusion and/or fire alarm systems serving the new portable classrooms.

**ATTACHMENTS:** Custodial Overtime Reports from 8/8/2020 thru 9/15/2020

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** (\$30,000)

**PROPOSED ADJUSTMENT TO CONTRACT TIME:** 83 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ DEDUCT ☐  
☒ Time ☐

Final Price: 1-30,000  
Date: 3.5.21

☐ Contractor to proceed with work described herein, cost not to exceed \$ \_\_\_\_\_; final cost to be determined after review and negotiation.

Time Extension: 0 calendar days

**Initiated By:**

Susannah Meek 3/5/21  
Architect of Record Date

**Reviewed By:**

My L 3/5/2021  
Project Manager Date

**Acknowledged By:**

Cal F 3/3/2021  
Contractor Date

**OUSD APPROVAL:**

KL 3.11.21  
Director of Facilities Date

**OUSD Approval:**

[Signature] 3/11/21  
Deputy Chief Date



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## PRELIMINARY ORDER REQUEST No. 2

PROJECT: Sankofa Portable  
Classrooms

DATE: 10/26/2020

SCHOOL: Sankofa Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR: Ray's Electric

PROJECT MANAGER: Mary Ledezma

DSA FILE NO.: 01

DSA APP NO.: 118898

OUSD PROJECT#: 19141

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

### DESCRIPTION OF AGREED CHANGES IN WORK :

In accordance with the contract, this is a deductive change for extra fire alarm system inspection services as follows:

4 hrs - Fire Alarm inspection on 9/22 by Jensen Hughes and Russell Strong, IOR.

Ray's called for a final test #1. 24 hr battery tested but wire nut/spliced wiring discovered & missing mudrings on heat detectors.

4 hrs - Fire Alarm inspection on 10/1 by Jensen Hughes and Russell Strong, IOR.

Ray's called for a final test #2; re-wiring inspected but inspection found the TAC panel reporting troubles & one faulty heat detector.

8 hrs x \$240/hr = (\$1,920)

### CODE: REASON : contract requirement

Extra inspection services on the fire alarm system serving the new portable classrooms.

### ATTACHMENTS:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: (\$1,920)

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ DEDUCT ☐

☒ Time ☐

Final Price: -1,920.00

Date: 3.5.21

☐ Contractor to proceed with work described herein, cost not to exceed \$\_\_\_\_\_; final cost to be determined after review and negotiation.

Time Extension: 0 calendar days

Initiated By:

Reviewed By:

Acknowledged By:

Suzannah Meek 10/28/20  
Architect of Record Date

M Ledezma 10/28/2020  
Project Manager Date

Calvin Funder 3/3/2021  
Contractor Date

OUSD APPROVAL:  
K Chang 3.11.21  
Director of Facilities Date

OUSD Approval:  
JZ 1/11/21  
Deputy Chief Date





DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

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Date: October 26, 2020

To: Matheo Cedavos, Ray's Electric  
Carlos Franco, Ray's Electric  
Ken Ho, Ray's Electric

From: Mary Ledezma, OUSD Project Manager

CC: Susannah Meek, Greg Gruedl

Re: **Notice of Backcharges for Extra inspection Services by Owner  
Sankofa Portable Classrooms Project #19141**

In accordance with the contract, Ray's Electric was notified on 9/28 of backcharges for extra fire alarm inspection services performed by District consultants on 9/22 and 10/1 before the system passed on the third visit on 10/21. In accordance with the contract general conditions section 9.5, withholdings for credit owed to the Owner sums up as follows:

4 hrs – Fire Alarm inspection on 9/22 by Jensen Hughes and Russell Strong, IOR.

Ray's called for a final test #1. 24 hr battery tested but wire nut/spliced wiring discovered & missing mudrings on heat detectors.

4 hrs - Fire Alarm inspection on 10/1 by Jensen Hughes and Russell Strong, IOR.

Ray's called for a final test #2; re-wiring inspected but inspection found the TAC panel reporting troubles & one faulty heat detector.

8 hrs x \$240/hr = (\$1,920)





Mary Ledezma &lt;mary.ledezma@ousd.org&gt;

**Sankofa Academy, Contingency Used**

1 message

Secoda, David <dsecoda@jensenhughes.com>  
To: Mary Ledezma <mary.ledezma@ousd.org>

Fri, Oct 23, 2020 at 4:36 PM

Hi Mary,

Jensen Hughes made six site visits for testing as follows:

- |                         |          |
|-------------------------|----------|
| 1. Intrusion Pre-Test   | 8/14/20  |
| 2. Intrusion Final Test | 8/18/20  |
| 3. Fire Pre-Test        | 9/15/20  |
| 4. Fire Final test      | 9/22/20  |
| 5. FA Re-wire Inspect   | 10/1/20  |
| 6. Fa Final Re-test     | 10/21/20 |

The testing on 10/1/20 and 10/21/20 were re-tests due to deficiencies identified on 9/22/20. Jensen Hughes hours on 10/1 and 10/21/20 equal 8.75 hours. My billing rate is \$240/hour.

SECODA, DAVID M. (001729)	Oct 01, 2020	4.00 Sit visit for inspection of fire alarm wiring at new portable classrooms.
SECODA, DAVID M. (001729)	Oct 02, 2020	1.00 correspondence with client via text and phone. prepare informal report of results of wire inspection (corrective work), and other deficiencies noted. Submit to client via email.
SECODA, DAVID M. (001729)	Oct 21, 2020	4.75 Fire alarm system test.
SECODA, DAVID M. (001729)	Oct 22, 2020	1.50 Prepare letter of fire alarm system test. Submit to admin for formatting via email.

Thank you,

**DAVID SECODA**

Senior Consultant

1220 Concord Avenue, Suite 400, Concord, CA 94520

O: +1 925-208-0598 | M: +1 925-348-1031





Mary Ledezma <mary.ledezma@ousd.org>

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## Sankofa - re Inspection backcharges

1 message

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**Mary Ledezma** <mary.ledezma@ousd.org>

Mon, Sep 28, 2020 at 9:08 AM

To: Greg Gruendl <greg@rayselectric.net>, Carlos Franco <carlos@rayselectric.net>, Matheo Cedavos <matheo@rayselectric.net>

Mateo / Greg / Carlos:

The cost for re-inspection services (by Jensen & B&G) will be backcharged to Ray's including the re-inspection this Thursday 10/1 & the time to show-up to do an extra fire alarm final. I'll send total which will withheld from payment.

Sent from my iPhone



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## PRELIMINARY ORDER REQUEST No. 3

PROJECT: Sankofa Portable  
Classrooms

DATE: 10/23/2020

SCHOOL: Sankofa Academy  
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT  
CONTRACTOR: Ray's Electric

PROJECT MANAGER: Mary Ledezma

DSA FILE NO.: 01  
DSA APP NO.: 118898  
OUSD PROJECT#: 19141

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

### DESCRIPTION OF AGREED CHANGES IN WORK:

Provide labor and materials to relocate three (3) heat detectors from above to below the suspended ceiling in the three portable classrooms restrooms. Additionally provide labor & materials to install Polywater Zipseal to plug ends of conduit sweeps inside exterior pull boxes.

CODE: REASON: design error

Electrical Engineer should have located the heat detectors below the suspended ceiling in accordance with the OUSD Fire Alarm design standards. Sealing ends of conduits sweeps inside exterior pull boxes will mitigate water intrusion.

ATTACHMENTS: Construction Change Directive CCD#7 & CCD#9; Revised COR#7 dated 10/28/2020

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$2079.89

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:		
Amount of Change: <input checked="" type="checkbox"/> ADD <input type="checkbox"/>		Final Price: 2079.89
<input checked="" type="checkbox"/> LUMP SUM <input type="checkbox"/>		Date: _____
<input type="checkbox"/> Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.		
Time Extension: 0 calendar days		
Initiated By:  Architect of Record 10/29/2020 Date	Reviewed By:  Project Manager 10/29/2020 Date	Acknowledged By:  Contractor 10/29/20 Date
OUSD APPROVAL:  Director of Facilities 3.11.21 Date	OUSD Approval:  Deputy Chief 3/19/21 Date	



**RAY'S ELECTRIC**  
**411 PENDLETON WAY, SUITE B**  
**OAKLAND, CA. 94621**  
**PH: 510-577-7700**  
**FAX: 510-577-7706**  
**CA. LIC. #682725 A, C10**

October 28, 2020

Ray's Letter No. 20-16M-104

S Meek Architecture  
3040 24<sup>th</sup> St  
San Francisco, CA 94110

Attention: Ms. Susannah Meek  
Architect

Reference: Sankofa Academy Portable Classrooms  
Oakland Unified School District Project No. 19141  
Ray's Electric Job No. 20-16M

Subject: Change Order Request No. 7 – CCD No. 7 and CCD No. 9


Gentlemen:

Reference is made to CCD No. 7 0 Polywater Zipseal and CCD No. 9 – Relocate Heat Sensor. Reference is also made to all other previous correspondence, emails, meetings, and discussions.

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Add Material	\$540.00	
(b)	Add Labor	\$1,108.76	
(c)	Add Equipment	\$159.84	
(d)	Subtotal:	\$1,808.60	
(e)	Add Contractor's Overhead & Profit	\$271.29	
(f)	Subtotal:	\$2,079.89	
(g)	Add Bond and Insurance	0	
(h)	TOTAL:	\$2,079.89	
(i)	Time:	2 Days	

If in agreement, please provide necessary written direction to proceed and issue a contract change order for added work accordingly. Please do not hesitate to contact this office with any questions or comments that you may have.

Respectfully,  
RAY'S ELECTRIC

  
Carlos Franco  
Project Manager  
COR No. 7



## Daily Extra Work Report

Project: 20-16M

Date Performed:

Report Number:

Date of Report:

Work Performed By: Ray's Electric

Regular Labor Surcharge (Per Caltrans): 11%

Description of Work: Back-up - CCD No. 7 - Polywater Zip Seal and CCD No. 9 - Relocate Heat Sensors

OT Labor Surcharge (Per Caltrans): 11%

LABOR				Sub Work ?:				No	
Craft ID	Int.	Labor Name	Regular Hours		Overtime Hours		Subsistence		Extended Amount
		Last Name	Hrs	Rate	Hrs	Rate	Units	Rate	
4MAN			2	\$87.98					\$175.96
ELEC			8	\$116.60					\$932.80
									\$0.00
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## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)</b>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 9      Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: Oakland Unified School District		DSA File Number: 1 29	
Project Name/School: Sankofa Academy Portable Classroom Project		DSA Application Number 01 118898	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: 09/04/20		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 3	
Firm Name: S Meek Architecture		Contact Name: Susannah Meek	
Work Email: smeek@smarchitecture.com		Work Phone: (415) 543-5505	
Firm Address: 242 Ralston St		City: San Francisco	State: CA      Zip Code: 94132
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: Susannah Meek			
Professional License Number: C27503		Discipline: Architecture	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: <u><i>Susannah Meek</i></u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Heat Detector is relocated in the portable bathrooms from above to below the cing. The bathroom walls stop at the underside of the dropped acoustic ceiling. Protection of the space above the ACT is already accounted for by the (2) heat detectors in the original set			
List of DSA-approved drawings affected by this post-approval document: SKE-5 & SKE-6 revisions to E3.0 and E3.1			

DSA USE ONLY		Returned	DSA STAMP
SSS <u>JRL</u> Date <u>09/08/2020</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required		Date:	
Comments:		By:	
FLS <u>A. Chen</u> Date <u>09/08/2020</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments:			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required			
Comments:			



# S Meek Architecture

242 Ralston Street, San Francisco, CA 94132 Tel: (415) 543-5505

## Construction Change Document: CCD #9.0

TITLE: Heat Detector at Restroom

PROJECT: Sankofa Academy Portable Classroom Project  
581 61<sup>st</sup> Street Oakland CA 94609  
DSA application #01-118898

DATE: 9/4/2020

ARCHITECT: S Meek Architecture

CONTRACTOR: Ray's Electric 411 Pendleton Way Oakland, CA 94621

DISTRICT: Oakland Unified School District (OUSD) # 19141

*The following instructions, substitutions, alterations, changes, clarifications, additions, and/or deletions are hereby made a part of the Contract Documents and modify the original Documents dated March 10<sup>th</sup>, 2020. Please review this change and advise the owner in writing if there are anticipated cost and/or time impacts.*

### DESCRIPTION OF CHANGE

Revise location of Heat Detector at the restrooms from "above ceiling" to be located on the ceiling.

The bathroom walls stop at the underside of the dropped acoustic ceiling. Protection of the space above the ACT is already accounted for by the (2) heat detectors in the original set

The District requests the use of heat detectors as an alternate instead of smoke detectors to avoid nuisance alarms that can occur in unsupervised restrooms.

### REASON FOR CHANGE:

Intent is to comply with CBC 907.2.3.6.

### DOCUMENTS ISSUED/ATTACHMENTS:

SKE-05 revision to E3.0 FA Riser Diagram  
SKE-06 revision to E3.1 FA floor Plan

Issued By: Susannah Meek, S Meek Architecture

End of CCD 9.0

#### 907.2.3.6 Automatic Fire Alarm System

Automatic detection shall be provided in accordance with this section.

##### 907.2.3.6.1 Smoke Detectors

Smoke detectors shall be installed at the ceiling of every room and in "ceiling-plenums" utilized for environmental air. Where the ceiling is attached directly to the underside of the roof structure, smoke detectors shall be installed on the ceiling only.

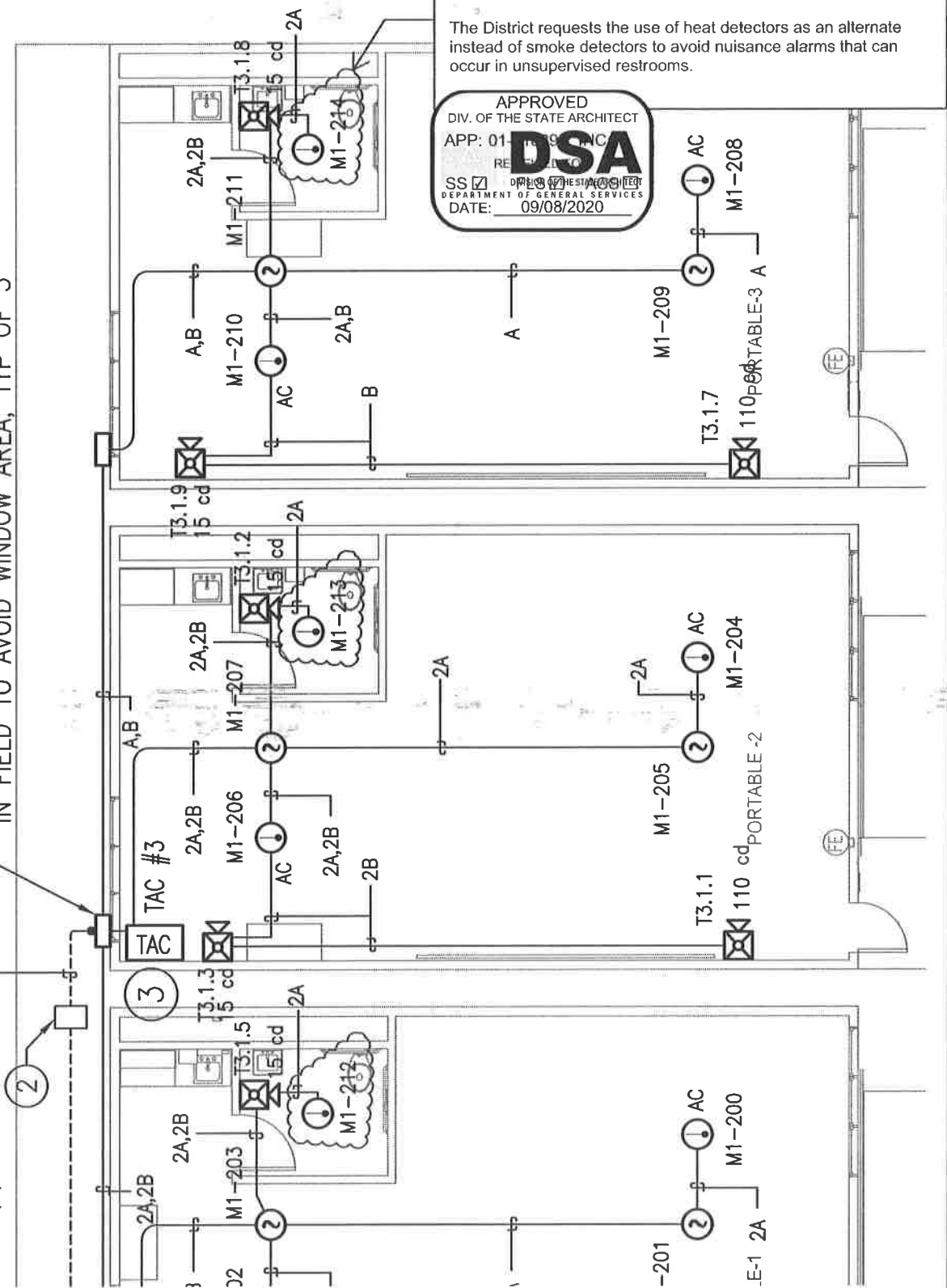
**Exception:** Where the environment or ambient conditions exceed smoke detector installation guidelines, heat detectors or fire sprinklers shall be used.



ROUTE A,E IN (N) 1" C  
IN TRENCH AND UP TO  
FATC BOX

FATC (WALL-MTD), VERIFY MOUNTING LOCATION  
IN FIELD TO AVOID WINDOW AREA, TYP OF 3

(E) 2" C IN  
TO (E) FACP



The bathroom walls stop at the underside of the dropped acoustic ceiling. Protection of the space above the ACT is already accounted for by the (2) heat detectors in the original set

The District requests the use of heat detectors as an alternate instead of smoke detectors to avoid nuisance alarms that can occur in unsupervised restrooms.



# **SANKOFA ACADEMY PORTABLE CLASSROOM PROJECT**

581 61st Street, Oakland, CA 94609  
OUSD#19141



SHEET TITLE:  
E3.1

FIRE ALARM  
SITE PLAN AND  
ENLARGE  
PORTABLE  
PLANS

DSA # 01-118898

SCALE: As indicated

CCD-09

ESK-05

S MEEK Architecture  
p: 415-543-5505

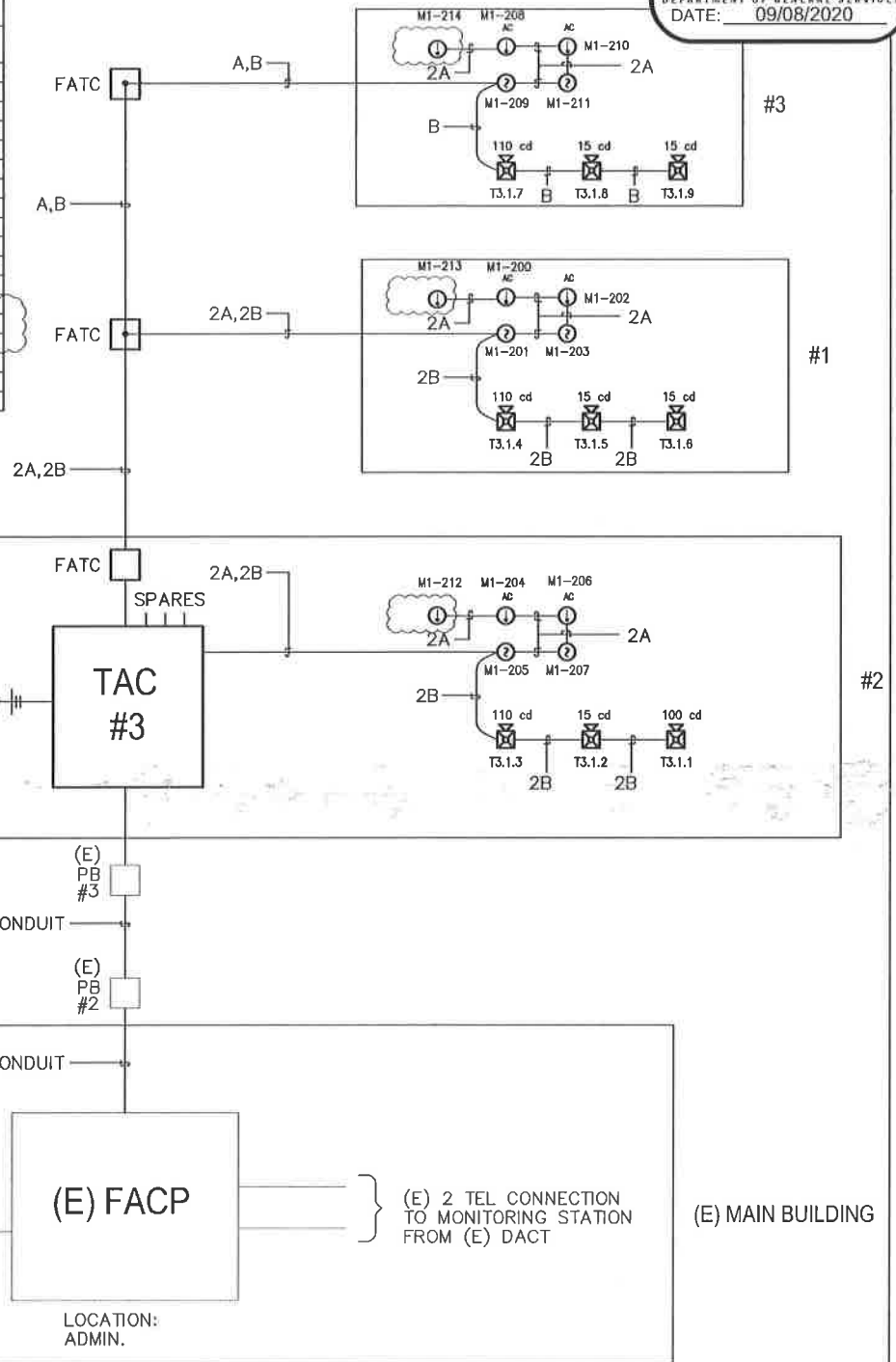
242 Ralston Street; San Francisco, CA 94132



# SIGNALING LINE CIRCUIT M1

DEVICE NUMBER	INITIATING DEVICE	DESCRIPTION
M1-200	HEAT DETECTOR	PORTABLE #1 ABOVE CEILING
M1-201	SMOKE DETECTOR	PORTABLE #1 CEILING
M1-202	HEAT DETECTOR	PORTABLE #1 ABOVE CEILING
M1-203	SMOKE DETECTOR	PORTABLE #1 CEILING
M1-204	HEAT DETECTOR	PORTABLE #2 ABOVE CEILING
M1-205	SMOKE DETECTOR	PORTABLE #2 CEILING
M1-206	HEAT DETECTOR	PORTABLE #2 ABOVE CEILING
M1-207	SMOKE DETECTOR	PORTABLE #2 CEILING
M1-208	HEAT DETECTOR	PORTABLE #3 ABOVE CEILING
M1-209	SMOKE DETECTOR	PORTABLE #3 CEILING
M1-210	HEAT DETECTOR	PORTABLE #3 ABOVE CEILING
M1-211	SMOKE DETECTOR	PORTABLE #3 CEILING
M1-212	HEAT DETECTOR	PORTABLE #2
M1-213	HEAT DETECTOR	PORTABLE #1
M1-214	HEAT DETECTOR	PORTABLE #3
M1-215	SPARE	
M1-216	SPARE	

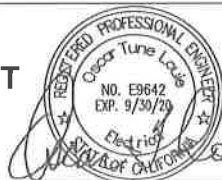
APPROVED  
DIV. OF THE STATE ARCHITECT  
APP: 01-118898  
RE: SANKOFA ACADEMY  
DATE: 09/08/2020



## 1 PARTIAL FIRE ALARM RISER DIAGRAM

**SANKOFA ACADEMY  
PORTABLE CLASSROOM PROJECT**

581 61st Street, Oakland, CA 94609  
OUSD#19141



SHEET TITLE:  
E3.0

FIRE ALARM  
COVER SHEET

DSA # 01-118898

SCALE: As indicated

CCD-09

ESK-06

S MEEK Architecture  
p: 415-543-5505

242 Ralston Street; San Francisco, CA 94132



# S Meek Architecture

242 Ralston Street, San Francisco, CA 94132 Tel: (415) 543-5505

---

## Construction Change Document: CCD #7.0

TITLE: Electrical conduit Seal

PROJECT: Sankofa Academy Portable Classroom Project  
581 61<sup>st</sup> Street Oakland CA 94609  
DSA application #01-118898

DATE: 7/24/2020

ARCHITECT: S Meek Architecture

CONTRACTOR: Ray's Electric 411 Pendleton Way Oakland, CA 94621

DISTRICT: Oakland Unified School District (OUSD) # 19141

*The following instructions, substitutions, alterations, changes, clarifications, additions, and/or deletions are hereby made a part of the Contract Documents and modify the original Documents dated March 10<sup>th</sup>, 2020. Please review this change and advise the owner in writing if there are anticipated cost and/or time impacts.*

### DESCRIPTION OF CHANGE

Include the scope of work to seal the ends of the conduits where they stub up in the exterior underground pull boxes. There are (2) groups of pullboxes: the ones nearest the main building and the ones nearest the new classrooms. Use a closed-cell foam sealing product such as Polywater ZipSeal. Product data is attached.

### REASON FOR CHANGE:

Intent is to mitigate intrusion of water thru the conduits stub-ups located in the exterior pull boxes which has caused corrosion.

### DOCUMENTS ISSUED/ATTACHMENTS:

Data cut sheet for "Polywater Zipseal"

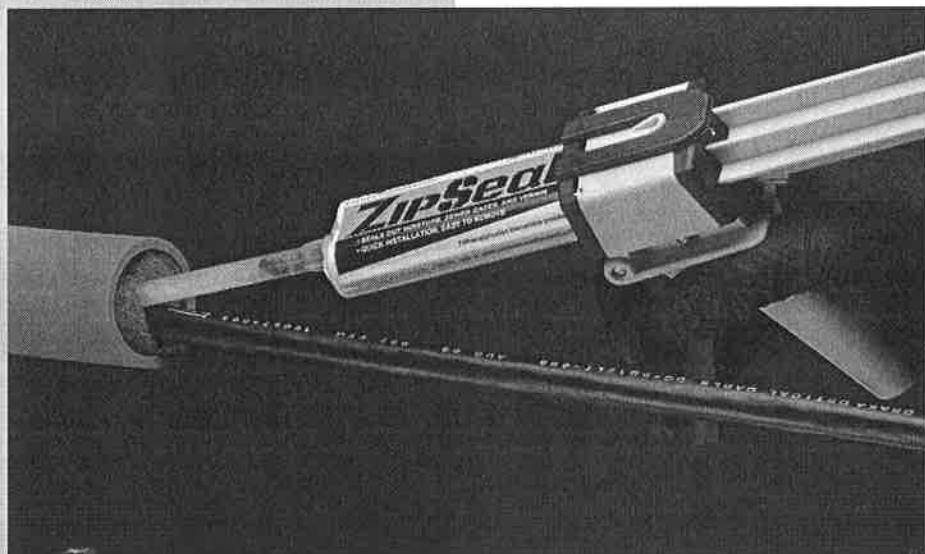
Issued By: Susannah Meek, S Meek Architecture

End of CCD 7.0



# Polywater® ZipSeal™

## FOAM DUCT SEALANT



Polywater ZipSeal foam duct sealant

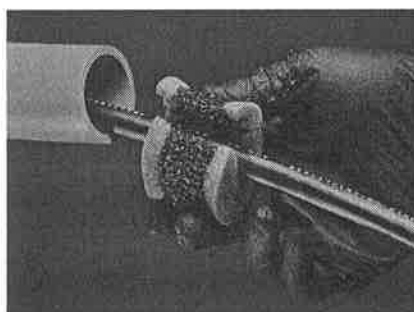
**A Closed-Cell Foam  
Duct Sealing System  
for Conduits up to 2"**

### PRODUCT BENEFITS

- **Protects:** Keeps water, gases, and rodents out of conduits.
- **Quick Installation:** Installs in just 45 seconds.
- **Reenterable:** Installed ZipSeal is quickly removed and resealed if necessary.
- **Multiple Seals:** One kit seals up to five 2-in/50-mm conduits.
- **Meets NEC Code Requirements:** 2014 NEC Articles 225.27, 230.8, 300.5 (G), 300.7 (A) on Raceway Seals, 501.15 (B)(2).

### Efficiently Seals Small Conduits and Innerducts

ZipSeal™ Foam Duct Sealant is a practical and efficient way to seal small conduits and communication innerducts. The revolutionary Zip-Disc™ insert traps the foaming liquid in its open-cell (center) area, ensuring a solid seal.



Pliable Zip-Disc surrounding cable



Foam Zip-Disc inserted in conduit

[polywater.com](http://polywater.com) | 651-430-2270

American  
**Polywater**  
Corporation

ADHESIVES | CLEANERS | LUBRICANTS | SEALANTS





ZIP-50KIT1G components

## For Small Conduits and Innerduct Applications

Polywater ZipSeal is recommended for small conduits and communication innerduct applications. ZipSeal comes in a side-by-side 50-mL cartridge with a 1:1 mixing ratio. A TOOL-50-11 is needed to apply the ZipSeal two-part foam. Each kit comes with all the components required for a quick, strong duct seal, including the unique Zip-Disc for fast and easy application.

### POLYWATER ZIPSEAL

Catalog #	Package Description	Units/Case
ZIP-50KIT1	1 - 50-mL cartridge; 2 - mixing nozzles; 2 - pairs of gloves; 5 - 2-in/5-cm Zip-Discs 1 - instruction sheet	1
ZIP-50KIT1G*	Same as kit above, includes TOOL-50-11	1
ZIP-50KITB6	6 - ZIP-50KIT1	1
TOOL-50-11	Dispensing tool for 50-mL cartridge	1
MXR-20T-10	10-pack mixing nozzles	1

\*International export regulations prohibit inclusion of the dispensing tools in kits. Please order the tool (cat # TOOL-50-11) separately for the international destinations.

## SPECIFICATIONS AND APPLICATIONS:

- **For Ducts and Conduits:** A fast, flexible, efficient, code-compliant way of sealing duct to protect outside plant.
- **Preferred Sealant:** Easier to install than duct putty, and won't sag over time.
- **Water Head:** Holds up to 10 feet (3.0 m) water head pressure.
- **Seals Quickly:** Sealant will harden in 5 to 7 minutes.
- **Unique Zip-Disc:** The Zip-Disc allows for effective horizontal or vertical installations.
- **Multi-Use Cartridge:** May be resealed for future use.
- **Compliant:** Complies with TIA-758-B Standard 5.1.1.2.8, 5.4.2.3, and 7.4.8.1.

### CONTACT US

1-800-328-9384 Toll Free

1-651-430-2270 Main

1-651-430-3634 Fax

email: [support@polywater.com](mailto:support@polywater.com)

**IMPORTANT NOTICE:** The statements here are made in good faith based on tests and observations we believe to be reliable. However, the completeness and accuracy of the information is not guaranteed. Before using, the end user should conduct whatever evaluations are necessary to determine that the product is suitable for the intended use.

American Polywater expressly disclaims any implied warranties and conditions of merchantability and fitness for a particular purpose. American Polywater's only obligation shall be to replace such quantity of the product proven to be defective. Except for the replacement remedy, American Polywater shall not be liable for any loss, injury, or direct, indirect, or consequential damages resulting from product's use, regardless of the legal theory asserted.

American  
**Polywater**  
Corporation

11222 60th Street N | Stillwater, MN 55082 USA



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## PRELIMINARY ORDER REQUEST No. 4

PROJECT: Sankofa Portable  
Classrooms

DATE: 10/29/2020

SCHOOL: Sankofa Academy  
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT  
CONTRACTOR: Ray's Electric

PROJECT MANAGER: Mary Ledezma

DSA FILE NO.: 01  
DSA APP NO.: 118898  
OUSD PROJECT#: 19141

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

### DESCRIPTION OF AGREED CHANGES IN WORK:

Provide credit for labor and materials to delete three (3) wall mounted mirrors (Bohrick B1556) and three (3) ADA restroom signs from the contract scope.

CODE: REASON: unforeseen

Mobile Modular (portable vendor) under separate contract with the District installed the mirrors and signs in the plant. Both items were specified in the bid documents, priced by Ray's Electric.

ATTACHMENTS: Construction Change Directive CCD#3 & CCD#4; Email dated 10/29/2020; Revised COR#3 dated 10/29/2020.

PROPOSED ADJUSTMENT TO CONTRACT PRICE: (\$785)

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:		
Amount of Change: <input checked="" type="checkbox"/> CREDIT <input type="checkbox"/>		Final Price: <u>-785.00</u>
<input checked="" type="checkbox"/> LUMP SUM <input type="checkbox"/>		Date: <u>3.11.21</u>
<input type="checkbox"/> Contractor to proceed with work described herein, cost not to exceed \$ _____; final cost to be determined after review and negotiation.		
Time Extension: 0 calendar days		
Initiated By:  Architect of Record Date: <u>10/27/2020</u>	Reviewed By:  Project Manager Date: <u>10/27/2020</u>	Acknowledged By:  Contractor Date: <u>10/30/20</u>
OUSD APPROVAL:  Director of Facilities Date: <u>3.11.21</u>	OUSD Approval:  Deputy Chief Date: <u>3/11/21</u>	



# S Meek Architecture

242 Ralston Street, San Francisco, CA 94132 Tel: (415) 543-5505

## Construction Change Document: CCD #3.0

TITLE: Mirrors eliminated from scope

PROJECT: Sankofa Academy Portable Classroom Project  
581 61<sup>st</sup> Street Oakland CA 94609  
DSA application #01-118898

DATE: 6/12/2020

ARCHITECT: S Meek Architecture

CONTRACTOR: Ray's Electric 411 Pendleton Way Oakland, CA 94621

DISTRICT: Oakland Unified School District (OUSD) # 19141

*The following instructions, substitutions, alterations, changes, clarifications, additions, and/or deletions are hereby made a part of the Contract Documents and modify the original Documents dated March 10<sup>th</sup>, 2020. Please review this change and advise the owner in writing if there are anticipated cost and/or time impacts.*

### DESCRIPTION OF CHANGE

Eliminate from contract work material and labor cost to install: Bobrick Mirror B1556. Occurs at three restrooms.

District requests credit.

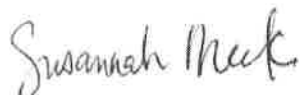
### REASON FOR CHANGE:

District had portable manufacturer install.

### DOCUMENTS ISSUED/ATTACHMENTS:

Not re-issued : refer to keynote 10-55 on 4/A2.0

Issued By: Susannah Meek, S Meek Architecture  
End of CCD 3.0





# S Meek Architecture

242 Ralston Street, San Francisco, CA 94132 Tel: (415) 543-5505

---

## Construction Change Document: CCD #4.0

TITLE: Toilet Room Signage eliminated from scope

PROJECT: Sankofa Academy Portable Classroom Project  
581 61<sup>st</sup> Street Oakland CA 94609  
DSA application #01-118898

DATE: 6/12/2020

ARCHITECT: S Meek Architecture

CONTRACTOR: Ray's Electric 411 Pendleton Way Oakland, CA 94621

DISTRICT: Oakland Unified School District (OUSD) # 19141

*The following instructions, substitutions, alterations, changes, clarifications, additions, and/or deletions are hereby made a part of the Contract Documents and modify the original Documents dated March 10<sup>th</sup>, 2020. Please review this change and advise the owner in writing if there are anticipated cost and/or time impacts.*

### DESCRIPTION OF CHANGE

Eliminate from contract work material and labor cost to install: Signs type S4 on 1/A2.0. Occurs at three restrooms.

District requests credit.

### REASON FOR CHANGE:

District had portable manufacturer install.

### DOCUMENTS ISSUED/ATTACHMENTS:

Not re-issued : refer to keynote 10-55 on enlarged plan 4/A2.0

Issued By: Susannah Meek, S Meek Architecture  
End of CCD 4.0

*Susannah Meek*



**RAY'S ELECTRIC**  
**411 PENDLETON WAY, SUITE B**  
**OAKLAND, CA. 94621**  
**PH: 510-577-7700**  
**FAX: 510-577-7706**  
**CA. LIC. #682725 A, C10**

October 29, 2020

Ray's Letter No. 20-16M-056R1

S Meek Architecture  
3040 24<sup>th</sup> St  
San Francisco, CA 94110

Attention: Ms. Susannah Meek  
Architect

Reference: Sankofa Academy Portable Classrooms  
Oakland Unified School District Project No. 19141  
Ray's Electric Job No. 20-16M

Subject: Credit – CCD No. 3 – Bobrick B-1556

Gentlemen:


Reference is made to CCD No. 3 dated June 12, 2020 which requests material and labor credit for 3 EA mirrors. Reference is also made to all other previous correspondence, emails, meetings, and discussions.

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Add Material		(\$413.10)
(b)	Add Labor		(\$111.70)
(c)	Add Equipment		
(d)	<b>Subtotal:</b>		(\$524.80)
(e)	Add Contractor's Overhead & Profit		(\$78.72)
(f)	<b>Subtotal:</b>		(\$603.52)
(g)	Add Bond and Insurance		(\$9.05)
(h)	<b>TOTAL:</b>		(\$612.57)
(i)	<b>Time:</b>	Days	

If in agreement, please provide necessary written direction to proceed and issue a contract change order for added work accordingly. Please do not hesitate to contact this office with any questions or comments that you may have.

Respectfully,

**RAY'S ELECTRIC**

  
Carlos Franco  
Project Manager  
COR No. 3





Mary Ledezma &lt;mary.ledezma@ousd.org&gt;

---

**Re: Sankofa - CCD#4 signage credit**

---

**Matheo Cadavos** <matheo@rayselectric.net>

Thu, Oct 29, 2020 at 1:48 PM

To: Mary Ledezma &lt;mary.ledezma@ousd.org&gt;

Cc: Carlos Franco &lt;carlos@rayselectric.net&gt;, Susannah Meeks &lt;smeek@smarchitecture.com&gt;

Mary,

This email shall serve as approval for the aforementioned CCD#4 signage credit.

Regards,  
Matheo

On Thu, Oct 29, 2020 at 9:25 AM Mary Ledezma &lt;mary.ledezma@ousd.org&gt; wrote:

Carlos / Matheo,

CCD#4 was issued for S4 signage credit. See attached,

3 x \$50/sign = (\$150) material only.

15% O&amp;P (\$22.5)

Total credit (172.5)

Send a COR or reply to this email with your approval.

**Mary Ledezma**

Project Manager, Facilities Planning &amp; Management

Oakland Unified School District

***Every Student Thrives!***

www.ousd.org

mary.ledezma@ousd.org

510.535.7055 office | 510.499.4447 cell

955 High Street, Oakland Ca. 94601

Thank you.

Regards,

Matheo Cadavos

411 Pendleton Way  
Oakland, CA 94621  
O: 510-577-7700 x114  
C: 510-690-7252  
matheo@rayselectric.net



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2728 | Fax (510) 535-7040

## PRELIMINARY ORDER REQUEST No. 5

**PROJECT:** Sankofa Portable  
Classrooms

**DATE:** 11/2/2020

**SCHOOL:** Sankofa Academy  
**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** Ray's Electric

**PROJECT MANAGER:** Mary Ledezma

**DSA FILE NO.:** 01  
**DSA APP NO.:** 118898  
**OUSD PROJECT#:** 19141

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

### DESCRIPTION OF AGREED CHANGES IN WORK :

Procure Aquaseal 16 AWG/2 water resistant fire alarm cabling. Provide credit for standard 16 AWG/2 fire alarm cabling included in contract. This PCO is limited to the difference in cost of cabling material routed from portable #2 to the main fire alarm panel.

**CODE: REASON:** design error

The OUSD Fire Alarm Design Standards requires water resistant cabling for underground applications (Aquaseal or equal).

**ATTACHMENTS:** Construction Response to RFI#21; Emil Vinayu professional estimate dated 10/30/2020  
**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** \$476.31

**PROPOSED ADJUSTMENT TO CONTRACT TIME:** 0 calendar days

The proposed basis of adjustment to the Contract Allowance/Contingency and Contract Time are as follows:

Amount of Change: ☒ ADD ☐  
☒ LUMP SUM ☐

Final Price: \$476.31

Date: \_\_\_\_\_

☐ Contractor to proceed with work described herein, cost not to exceed \$ \_\_\_\_\_; final cost to be determined after review and negotiation.

Time Extension: 0 calendar days

**Initiated By:**

Savannah Meek 11/3/2020  
Architect of Record Date

**Reviewed By:**

M. L. G. 11/2/2020  
Project Manager Date

**Acknowledged By:**

Colin F. 3/3/2021  
Contractor Date

**OUSD APPROVAL:**

Alhaj 3.11.21  
Director of Facilities Date

**OUSD Approval:**

DR 3/19/21  
Deputy Chief Date



OAKLAND UNIFIED SCHOOL DISTRICT

SANKOFA PORTABLES

PROJ # 19141

PCO#008 AQUASEAL 16AWGx2 CABLE FOR FIRE ALARM

To: M. LEDEZMA/PM

From: Emil Vinuya, PE /Chief Cost Estimator

Date: 30-Oct-20

General Comments:

1 GENERAL CONTRACTOR: RAY'S ELECTRIC

There is no credit provided for the original AWG 16/2 Cables.

Admin hours is included under 15% OH&P and should not be billed separately. \$200 labor cost is added to the Summary Sheet.

6 GENERAL CONTRACTOR's COST PROPOSAL	\$ 716.29
--------------------------------------	-----------

ESTIMATED CONSTRUCTION COST FOR PCO#008	\$ 476.31
---	-----------



## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT  
SANKOFA PORTABLES  
Oakland, CA**

Project Number: 19141  
Date: 30-Oct-20

Decription : **PCO#008 AQUASEAL 16AWGx2 CABLE FOR FIRE ALARM**

Reference Drawing: Cost proposal dated 10/28/2020  
SUBCONTRACTOR: RAY'S ELECTRIC

Total Labor Costs (B+F+LB)		B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL	
1	SHEET 1 of 2					
2	SHEET 2 of 2					
3	\$ -	\$ 374.22	\$ 39.96		\$	414.18
4						
5						
6	Totals \$ - \$	+ \$ 374.22	+ \$ 39.96	+	= \$	414.18
7						
8	<b>Expenses:</b>					
9	Material Sales Tax (San Leandro Rexel Location) -	9.75%	..... of Total Material:		Incl.	
10	Rental Sales Tax.....	9.25%	..... of Total Rental:		Incl.	
11						
12	<b>Subtotal - Line 7 thru 14: \$</b>					<b>414.18</b>
13						
14	Subcontractor's OH&P:	15.00%	..... of Total Labor	\$		
15	Subcontractor's OH&P:	15.00%	..... of Total Mat	\$		56.13
16	Subcontractor's OH&P:	15.00%	..... of Total Equipt	\$		5.99
17						
18	<b>Subtotal - Line 15 thru 19: \$</b>					<b>476.31</b>
19						
20	<b>Subcontractor Cost - \$</b>					<b>-</b>
21						
22	Subcontractor's Mark-ups on Subcontractors:	5.00%	of Total Sub:	\$		
23						
24	<b>Subtotal - Line 20 thru 23: \$</b>					<b>476.31</b>
25						
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$		
27	General Contractor's Bond& Ins.: 0.00%	.....	..... of Line 27:	\$		
28						
29	<b>TOTAL PROBABLE CONSTRUCTION COST - RAY'S</b>					<b>\$ 476.31</b>
					<b>Cost/LF</b>	<b>\$ 13.61</b>



## Detailed Estimate

SANKOFA PORTABLES											
										Date: 10/30/2020	
No.	PCO	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per LF	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Subcontractor :</b>		<b>RAY'S ELECTRIC</b>									
<b>Project Description:</b>		<b>PCO#008</b>									
1	<b>SCOPE OF WORK:</b>	<b>AQUASEAL 16AWGx2 CABLE FOR FIRE ALARM</b>									
2											
3	<b>MATERIALS:</b>										
4	Aquaseal 16/2 Cable	1000	LF			\$ -	0	0.633	\$ 632.54		
5	AWG, 16/2 Cable	-1000	LF			\$ -	0	0.290	\$ (290.00)		
6	Net cost								\$ 342.54		
7	Sales Tax	9.25%							\$ 31.68		
8									\$ 374.22		
9											
10	<b>LABOR BREAKDOWN:</b>										
11	Admin	1	EA	2.00	2.00	\$ 50.00	\$ -	OH			
12											
13											
14	<b>EQUIPT. BREAKDOWN:</b>										
15	Pick-up truck	1	EA	2.00	2.00					\$ 19.98	39.96
16											
17	<b>SHEET TOTALS</b>								\$ 374.22		\$ 39.96



**RAY'S ELECTRIC**  
**411 PENDLETON WAY, SUITE B**  
**OAKLAND, CA. 94621**  
**PH: 510-577-7700**  
**FAX: 510-577-7706**  
**CA. LIC. #682725 A, C10**

October 28, 2020

Ray's Letter No. 20-16M-105

S Meek Architecture  
3040 24<sup>th</sup> St  
San Francisco, CA 94110

Attention: Ms. Susannah Meek  
Architect

Reference: Sankofa Academy Portable Classrooms  
Oakland Unified School District Project No. 19141  
Ray's Electric Job No. 20-16M

Subject: Change Order Request No. 8 – Aquaseal 16AWGx2 Cable for Fire Alarm per RFI No. 21


Gentlemen:

Reference is made to RFI No. 21 - Fire Alarm Underground Cables. Reference is also made to all other previous correspondence, emails, meetings, and discussions.

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Add Material	\$482.90	
(b)	Add Labor	\$200.00	
(c)	Add Equipment	\$39.96	
(d)	<b>Subtotal:</b>	\$622.86	
(e)	Add Contractor's Overhead & Profit	\$93.43	
(f)	<b>Subtotal:</b>	\$716.29	
(g)	Add Bond and Insurance	0	
(h)	<b>TOTAL:</b>	\$716.29	
(i)	<b>Time:</b>	1 Days	

If in agreement, please provide necessary written direction to proceed and issue a contract change order for added work accordingly. Please do not hesitate to contact this office with any questions or comments that you may have.

Respectfully,  
**RAY'S ELECTRIC**

  
Carlos Franco  
Project Manager  
COR No. 8



## Daily Extra Work Report

Project: 20-16M

Report Number:

Work Performed By: Ray's Electric

**Description of Work:**

**COR No. 8 - 16/2 Aquaseal Cable per RFI No. 21**

Date Performed: 7/25/2020

Date of Report: 10/1/2020

Regular Labor Surcharge (Per Caltrans): 11%

OT Labor Surcharge (Per Caltrans): 11%

LABOR			Sub Work ?:							No
Craft ID	Int.	Labor Name Last Name	Regular Hours		Overtime Hours		Subsistence		Extended	
			Hrs	Rate	Hrs	Rate	Units	Rate	Amount	
ADMIN			2	\$50.00					\$100.00	
									\$0.00	
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EQUIPMENT					Regular Time		Overtime		Extended
Equip ID	Class	Make	Code	Attach	Hrs	Rate	Hrs	Factor	Amount
	Pick up Truck				2	\$19.98			\$39.96
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
							Equipment Cost		\$39.96

MATERIALS					
Vendor Name	Invoice No.	Description	Units	Unit Cost	Amount
		Aquaseal 16/2 Cable 1000LF	1.0	\$482.90	\$482.90
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			Materials/Specialist Costs		\$482.90

Contractor: Ray's Electric

Contractor: Ray's Electric

Subtotal	\$622.86
15% OH & Profit	\$93.43
Total Due This Report	\$716.29

Owner Rep:





411 Pendleton Way  
Oakland, CA 94621  
CA. LIC. NO. 682725, A, C10  
Oakland Office No: (510) 577-7700 FAX (510) 577-7706

To: S Meek Architecture  
3040 24<sup>th</sup> St  
San Francisco, CA 94110

Email: [smeek@smarchitecture.com](mailto:smeek@smarchitecture.com)

Attention: **Susannah Meek**

Spec. Section: 28 3100  
Spec. Page No:

## REQUEST FOR INFORMATION

Request No: **21**  
Requested by: **Ray's Electric**

Date: **July 24, 2020**

Project: **19141 Sankofa Academy  
Portable Classroom**

Specification No:

Ray's Job No: **20-16M**

Ray's Letter No: 20-16M-072

**Sheet No: E3.0**  
**Project Note No: Wire Schedule, & Detail 1**

### Information Requested:

My electricians brought this up, and I spoke with Johnson Controls regarding fire alarm conductors to confirm, I'm being told that the underground conductors should all be underground rated.

More specifically, referencing sheet E3.0 and detail no. 1 (marked up plan sheet attached), on the wire schedule, cable "A" (2#16 twisted shielded pair) is called out for use in underground conduits, but is not underground rated, while the (N)cable E called out in the same conduit is underground rated (Aquaseal).

Also, we suspect only the Cable E would be needed to connect between the (E)FACP in the Main Building and the TAC Panel in portable no. 2, but please specify the wires, type, size, and ratings required for the wire run between the (E)FACP and the TAC Panel.

Reply Required By: 7/24/20

By: **Matheo Cadavos**

Title: **Project Engineer**

### Reply:

See attached page #3 to #6 for cable info  
Zeiger Engineers, Inc  
07/24/2020

Reply Date:

Reply By:

RFI No: 21

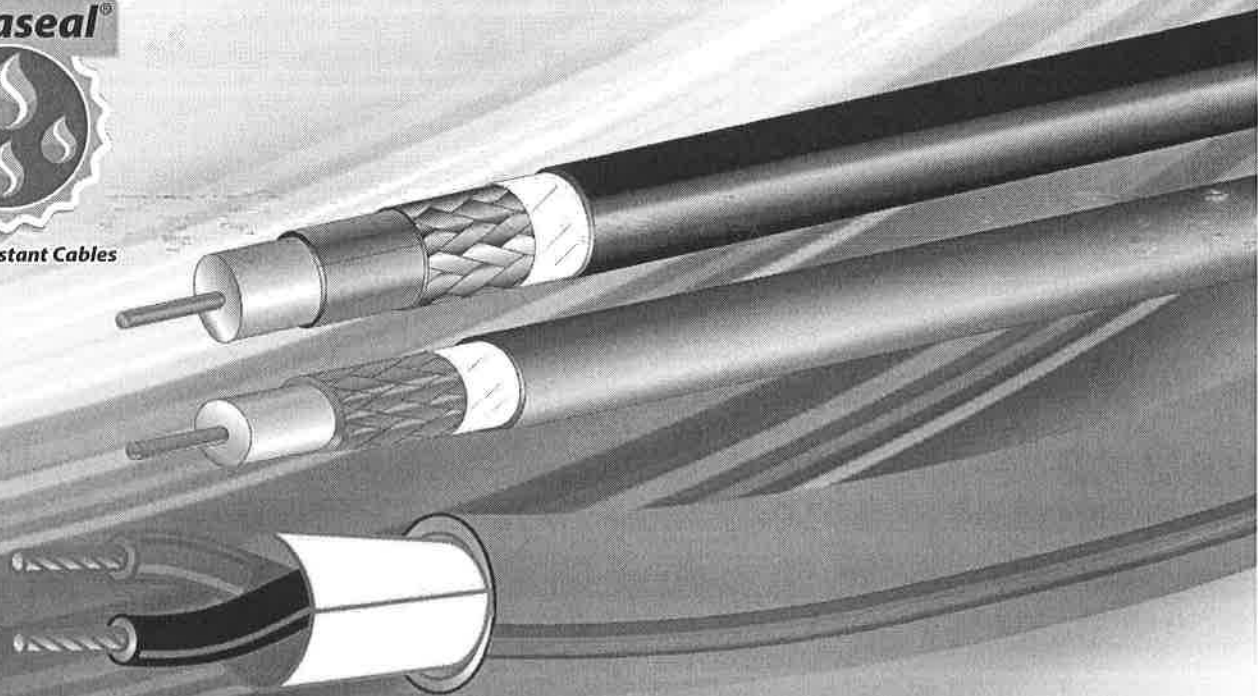
Title:





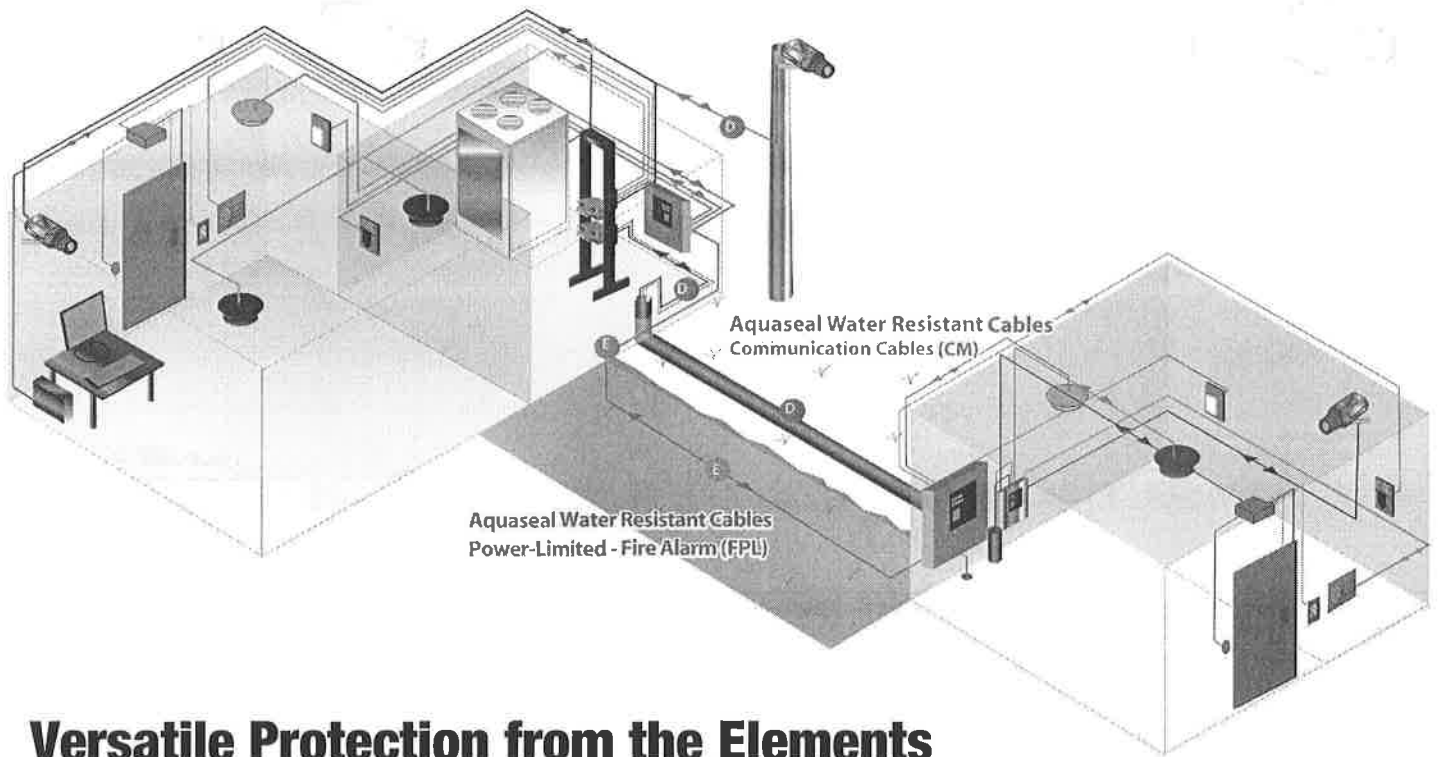


**Aquaseal<sup>®</sup> Water Resistant Cables**  
**Superior UL-Rated Cables for Outdoor**  
**In-Conduit & Direct Burial Applications**



Access Control • Audio • Communications • Fire Alarm • Intercom • Video

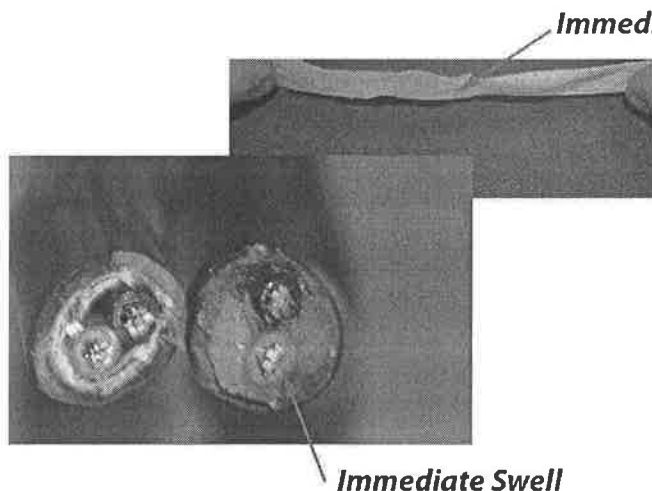




## Versatile Protection from the Elements

Whether your application has low voltage cables running from one building to another in a wet location (direct-buried), or conduit running between locations in a single building (in-conduit), choose **Aquaseal®** Water Resistant Cables. Featuring water blocking tape and a jacket that resists sunlight and moisture, **Aquaseal** assures the integrity of your signals.

When specifying water resistant cables, there's no equal to **Aquaseal**.



### Key Features & Benefits of Aquaseal

- > 2-Ply Tape for Exceptional Swell Height
- > 12mm Total Swell (10mm in 1st Minute)
- > Maximum Tape for More Protection
- > Super Absorbent Polymer (SAP) to Soak Up & Trap Water



# Specifications

Aquaseal water-resistant cables are available in more than 40 varieties to meet the specific requirements of direct-buried and in-conduit access control, audio, communications, fire alarm, intercom and video applications.

Intercom System - Indoor /Outdoor CM Rated- Wet Location	
AQC351	3 Cond. ( 2Shld, 1Unshld)- 22AWG Solid CM Rated Indoor/Outdoor Wet Location
AQC352	3 Cond. ( 2Shld, 1Unshld)- 22AWG 7x30 CM Rated Indoor/Outdoor Wet Location
AQC355	4 Cond. ( 2Shld, 2Unshld)- 22AWG Solid CM Rated Indoor/Outdoor Wet Location
AQC357	4 Cond. ( 2Shld, 2Unshld)- 22AWG 7x30 CM Rated Indoor/Outdoor Wet Location
AQC369	6 Cond. ( 2Shld, 4Unshld)- 22AWG 7x30 CM Rated Indoor/Outdoor Wet Location
AQC373	6 Cond. ( 1pr. Shld, 2pr Unshld)- 22AWG Solid CM Rated Indoor/Outdoor Wet Location
AQC359	4 Cond. ( 2Shld, 2Unshld)- 20AWG 7x28 CM Rated Indoor/Outdoor Wet Location
AQC358	3 Cond. ( 2Shld, 1Unshld)- 20AWG 7x28 CM Rated Indoor/Outdoor Wet Location



Audio - Line Level - Indoor /Outdoor - Wet Location	
AQC290	2 Cond. 22AWG Solid Shielded CM Rated Indoor/Outdoor Wet Location
AQC291	2 Cond. 22AWG 7x30 Shielded CM Rated Indoor/Outdoor Wet Location
AQC292	2 Cond. 20AWG 7x28 Shielded CM Rated Indoor/Outdoor Wet Location
AQC293	2 Cond. 18AWG 7x26 Shielded CM & FPL Rated Indoor/Outdoor Wet Location
AQC294	2 Cond. 16AWG 19x29 Shielded CM & FPL Rated Indoor/Outdoor Wet Location
AQC295	2 Cond. 14AWG 19x27 Shielded CL3 & FPL Rated Indoor/Outdoor Wet Location



Multi-Pair Audio - Indoor /Outdoor CM Rated- Wet Location	
AQC430	2 Pair. 22AWG 7x30 Individually Shielded CM Rated Indoor/Outdoor Wet Location
AQC439	4 Pair. 22AWG 7x30 Individually Shielded CM Rated Indoor/Outdoor Wet Location
AQC432	6 Pair. 22AWG 7x30 Individually Shielded CM Rated Indoor/Outdoor Wet Location
AQC434	12 Pair. 22AWG 7x30 Individually Shielded CM Rated Indoor/Outdoor Wet Location
AQC422	6 Pair. 22AWG Solid Individually Shielded CM Rated Indoor/Outdoor Wet Location
AQC424	12 Pair. 22AWG Solid Individually Shielded CM Rated Indoor/Outdoor Wet Location



Speaker Systems & Fire Alarm - Indoor /Outdoor - Wet Location	
AQC224	2 Conductor 18AWG 7x26 Unshielded CM & FPL Rated Indoor/Outdoor Wet Location
AQC225	2 Conductor 16AWG 19x29 Unshielded CM & FPL Rated Indoor/Outdoor Wet Location
AQC226	2 Conductor 14AWG 19x27 Unshielded CL3 & FPL Rated Indoor/Outdoor DB Wet Location



Control & Communication - Indoor /Outdoor - Wet Location	
AQC188	8 Conductor 18AWG 7x26 Control Unshielded CM Rated Indoor/Outdoor Wet Location
AQC240	4 Conductor 22AWG Solid Communication Unshielded CM Rated Indoor/Outdoor Wet Location
AQC3274	15 Conductor 22AWG 7x30 Control Shielded CM Rated Indoor/Outdoor Wet Location
AQC3270	6 Conductor 22AWG 7x30 Control Shielded CM Rated Indoor/Outdoor Wet Location
AQC3186	6 Conductor 18AWG 7x26 Control Shielded CM Rated Indoor/Outdoor Wet Location
AQC3283	12 Conductor 18AWG 7x36 Control Shielded CM Rated Indoor/Outdoor Wet Location



## AQUASEAL | AQ Series - Direct Burial CL3& FPL Rated

AQUASEAL Water Resistant - Wet Location - Direct Burial - AQ Series Unshielded

Fire Alarm Systems - Indoor /Outdoor CL3 & FPL Rated- Wet Location	
AQ224	2 Conductor 18AWG 7x26 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ244	4 Conductor 18AWG 7x26 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ225	2 Conductor 16AWG 7x24 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ245	4 Conductor 16AWG 7x24 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ226	2 Conductor 14AWG 19x27 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ246	4 Conductor 14AWG 19x27 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ227	2 Conductor 12AWG 19x25 Unshielded CL3- FPL Rated Indoor/Outdoor DB Wet Location



AQUASEAL Water Resistant - Wet Location - Direct Burial - AQ Series Shielded

Fire Alarm Systems - Indoor /Outdoor CL3 & FPL Rated- Wet Location	
AQ293	2 Conductor 18AWG 7x26 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ3244	4 Conductor 18AWG 7x26 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ294	2 Conductor 16AWG 7x24 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ3245	4 Conductor 16AWG 7x24 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ295	2 Conductor 14AWG 19x 27 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location
AQ296	2 Conductor 12AWG 19x 25 Shielded CL3- FPL Rated Indoor/Outdoor DB Wet Location





## Your Best Source for Water Resistant Cables & More

West Penn Wire designs and manufactures wires, cables, harnesses and related products for small, mid-size and Fortune 500 companies worldwide. Those products are used in audio, video, security and networking applications in these environments:

- > Corporate
- > Entertainment
- > Government
- > Healthcare
- > Higher Education
- > Hospitality
- > Houses of Worship
- > Retail

The company's engineering and manufacturing excellence enables customers to obtain solutions that meet the most demanding requirements for audio, video, security and networking applications.

To help meet customers' wire and cabling needs, WPW also offers value-added services, including:

- > Testing for Continuity & Workmanship
- > Custom Labeling (barcodes, logos, private labeling)
- > Special Packaging
- > Custom Kitting

With distribution centers located strategically throughout the country, WPW products can reach customers' places of business or jobsites quickly. WPW was established in 1971 and is based in Washington, PA, near Pittsburgh. It is part of the Belden group of companies (NYSE:BDC).



800.245.4964 | [sales@westpennwire.com](mailto:sales@westpennwire.com) | [www.westpennwire.com](http://www.westpennwire.com)





# 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	<b>Stanley M. Davis &amp; Company Insurance Brokers</b> 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	<b>Gruendl Inc.</b> DBA Ray's Electric Inc. 411 Pendleton Way, Suite B Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE	
		INSURER A : <b>Landmark American Insurance Company</b>	NAIC # <b>33138</b>
		INSURER B : <b>Travelers Indemnity Co. of CT</b>	<b>25682</b>
		INSURER C : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
		INSURER D :	
		INSURER E :	
		INSURER F :	

## 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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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 Y	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 <b>Stanley M. Davis &amp; Company Insurance Brokers</b>		NAMED INSURED <b>Gruendl Inc. DBA Ray's Electric Inc.</b>
POLICY NUMBER <b>N/A</b>		
CARRIER <b>Multiple Carriers</b>	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

<b>Project Name</b>	Sankofa Portable Classrooms Project	<b>Site</b>	161
---------------------	-------------------------------------	-------------	-----

### 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.**

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

### Contractor Information

Contractor Name	Ray's Electric Company	Agency's Contact		Greg Gruendi				
OUSD Vendor ID #	003531	Title		President				
Street Address	411 Pendleton Way, Suite A	City	Oakland	State	CA	Zip	94621	
Telephone	510-577-7700	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19141							

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-1-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	10-21-2020

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ (\$30,631.00)
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information



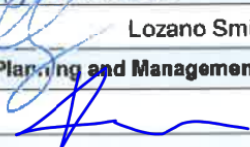
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
0000/9827	Fund 40	400-0000-0-9827-8500-6271-161-9180-9005-9999-99999	6271	\$317,449.00

### 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.

Services were not provided before a

	<b>Division Head</b>	<b>Phone</b>	<b>510-535-7038</b>	<b>Fax</b>	<b>510-535-7082</b>
1.	<b>Acting Director, Facilities Planning &amp; Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	4/5/21		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>  Lozano Smith, as to form only	<b>Date Approved</b>	4/5/21		
	<b>Deputy Chief, Facilities Planning and Management</b>				
3.	<b>Signature</b> 	<b>Date Approved</b>	4/5/21		
	<b>Chief Financial Officer</b>				
4.	<b>Signature</b>	<b>Date Approved</b>			
	<b>President, Board of Education</b>				
5.	<b>Signature</b>	<b>Date Approved</b>			







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 61<sup>st</sup> 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.



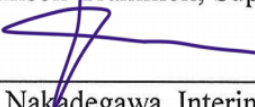
**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens,




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
	4/30/20
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management	Date

**CONTRACTOR**


Signature
Greg Gruendl
4/21/2020
Print Name
President
Title

**Approved As To Form:**

	4/30/20
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

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

Lupe Serrano 04/16/2020

APPROVAL- LBU Compliance Officer

L. Luster and Associates



## BID OPENING TABULATION SHEET

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

Signature of Bid Opener

<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>
Address:		Allowance:	\$30,000.00	Signed Bid Form
City/State:		<b>TOTAL:</b>		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
				<b>Local Business Participation Form</b>
			<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 61<sup>st</sup> 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. _____	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**



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:

Architect:

<b>Base Bid Dollar Amount</b>	\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>PRIME Company:</b>						
Address:	\$					
City/State:						
Phone:						
<b>Company:</b>						
Address:	\$					
City/State:						
Phone:						
<b>Company:</b>						
Address:	\$					
City/State:						
Phone:						
<b>TOTAL PARTICIPATION</b>	\$0.00		0.0%	0.0%	0.0%	<b>0.0%</b>

**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.
<b>TRUCKING</b>					
Address: \$					
City/State:					
Phone:					
<b>Company:</b>					
Address: \$					
City/State:					
Phone:					
<b>Company:</b>					
Address: \$					
City/State:					
Phone:					
<b>Company:</b>					
Address: \$					
City/State:					
Phone:					
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

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 61<sup>st</sup> 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>340,000<sup>00</sup></u>
<b>Base Bid Amount</b>	
<u>Thirty Thousand</u>	Dollars \$ <u>30,000.00</u>
<b>Contingency Allowance</b>	
<u>THREE HUNDRED SEVENTY THOUSAND.</u>	Dollars \$ <u>370,000<sup>00</sup></u>
<b>Total Bid Amount</b>	
 <b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i></b>	



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

**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

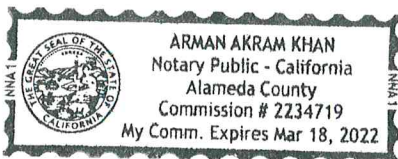
DATE Here Insert Name and Title of the Officer  
personally appeared GREGI GRUENDL

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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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](mailto: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 )

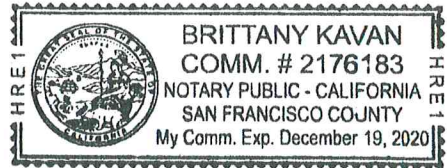
On April 22, 2020 before me, Brittany Kavan, Notary Public  
(insert name and title of the officer)

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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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](mailto: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

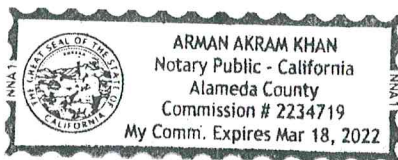
GREG GUVENOL

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

## 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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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 Y	N / A	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 <b>Stanley M. Davis &amp; Company Insurance Brokers</b>		NAMED INSURED <b>Gruendl Inc. DBA Ray's Electric Inc.</b>
POLICY NUMBER <b>N/A</b>		
CARRIER <b>Multiple Carriers</b>	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**

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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**

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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

<b>Project Name</b>	Washington Sankofa Portable Classrooms Project	<b>Site</b>	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.**

<b>Attachment Checklist</b>	<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

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

### Compensation/Revised Compensation

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


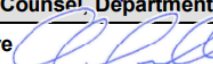
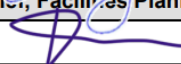
### Budget Information

*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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Building and Grounds</b>				
	<b>Signature</b> 	<b>Date Approved</b>	4/30/20		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>  As to form only	<b>Date Approved</b>	4/30/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	4/30/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			