

Board Office Use: Legislative File Info.	
File ID Number	21-0820
Introduction Date	4-28-21
Enactment Number	21-0687
Enactment Date	4/28/2021 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

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 – Gruendle Inc., dba Ray’s Electric Company – Cleveland Elementary School Zero Net Energy (ZNE) 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 Gruendle Inc., dba Ray’s Electric Company, Oakland, CA, for reconciling the remaining balance of contingency for the Cleveland Elementary School Zero Net Energy (ZNE) Project, with a credit to the District for remaining contingency in the amount of \$1,407.04, thus reducing the contract price from \$43,000.00 to \$41,592.96.

Discussion This Change Order is for Credit for remaining balance of contingency.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Change Order No. 1 to the contract between the District and Gruendle Inc., dba Ray’s Electric Company, Oakland, CA, for reconciling the remaining balance of contingency for the Cleveland Elementary School Zero Net Energy (ZNE) Project, with a credit to the District for remaining contingency in the amount of \$1,407.04, thus reducing the contract price from \$43,000.00 to \$41,592.96.

Fiscal Impact Fund 21, Measure J

Attachments

- Change Order No. 1
- Insurance Certificate

OAKLAND UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER NO. 01

PROJECT: Zero Net Energy (ZNE)
SCHOOL: Cleveland
OWNER: Oakland Unified School District
CONTRACTOR: Ray's Electric
411 Pendleton Way, Suite B
Oakland, CA 94621-2115

DATE: 4/28/21
DSA FILE NO.:
DSA APP NO.:
OUSD PROJECT#: 17145
PROJECT MANAGER: Jean-Luc Keita

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.

AGREED ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: (\$1,407.04)

AGREED ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 0

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all allowances):	\$	\$43,000.00
Total of Prior Change Orders:	\$	
Total Contract Price Prior to this Change Order:	\$	
This Change Order Adjustment	\$	(\$1,407.04)
New Contract Price (including all allowances):	\$	\$41,592.96
Current Change Order percentage of base contract		-3.27%
Total Change Order percentage		-3.27%

NOTE: Any unspent allowance amounts 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.

SUMMARY OF ADJUSTMENTS TO COMPLETION DEADLINE:

Original contract completion deadline:	8/9/2019	
Time extensions granted in prior change orders:		Calendar Days
Time extension granted in this change order:		Calendar Days
Adjusted contract completion deadline:		

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.

Approved:
Architect of Record

N/A

JFL 11/15/19

Signature

Date:

Approved:
General Contractor



Signature

Date: 11/18/20

Approved:
OUSD



Director of Facilities Signature

Date: 11/25/19

Deputy Chief

Date: 11/25/19

OAKLAND UNIFIED SCHOOL DISTRICT

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

SUMMARY OF CHANGE ORDER NO. 01

PROJECT: Zero Net Energy (ZNE)
Cleveland

DATE: 4/28/21

OWNER: Oakland Unified School District

DSA FILE NO.:

CONTRACTOR: Ray's Electric
411 Pendleton Way, Suite B
Oakland, CA 94621-2115

DSA APP NO.:

OUSD PROJECT #: 17145

PROJECT MGR.: Jean-Luc Keita

1 PCO # 1

DEDUCT
ADD/DEDUCT

(\$1,407.04)

Description: Credit for Remaining Contingency
Reason: Project completed and reconciling the remaining balance of the contingency.
Requested By: 2 Owner Requested Change
DSA Prelim approval date:

CO #1 (1 PCO's)

Total: (\$1,407.04)


Approved as to Form



OUSD Facilities Counsel

4/5/21


Date



Shanthi Gonzales, President
Board of Education

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) 636-2720 | Fax (510) 636-7040

CHANGE ORDER REQUEST No. 1 (or Proposed Change Order)

PROJECT: Zero Net Energy (ZNE) DATE: 10/29/2019
SCHOOL: Cleveland School
OWNER: OAKLAND UNIFIED SCHOOL DISTRICT DSA FILE NO.:
CONTRACTOR: Ray's Electric DSA APP NO.:
411 Pendleton Way, Suite B OUSD PROJECT#: 17146
Oakland, CA 94621-2115 PROJECT MANAGER: Jean-Luc Kella

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:
Credit for Remaining Contingency.

CODE: 2 - Owner Requested Change

REASON:

Project completed and reconciling the remaining balance of the contingency.

ATTACHMENTS: Final Retention Pay App

PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$ -1,407.04

PROPOSED ADJUSTMENT TO CONTRACT TIME: calendar days

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

Amount of Change: ☐ ADD ☒ DEDUCT Final Price: -1,407.04
☐ Lump Sum ☐ Time / Materials Not To Exceed Date:

☐ Contractor to proceed with work described herein, cost not to exceed (\$1,407); final cost to be determined after review and negotiation.

Time Extension: calendar days

Initiated By:

Reviewed By:

Acknowledged By:

N/A 3F/K 10/29/19

Architect of Record Date

10/29/19

Project Manager Date

10/30/19

Contractor Date

OUSD APPROVAL:

OUSD Approval:

10/31/19

Director of Facilities Date

10/31/19

Deputy Chief Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2020

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

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

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

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

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

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

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

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

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

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

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

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

Schedule

Person or Organization

Job Description

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

ELECTRICAL CONTRACTORS AND OTH

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cleveland Elementary School Zero Net Energy (ZNE) Project	Site	108
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Basic Directions

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

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

Contractor Name	Ray's Electric Company	Agency's Contact	Greg 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 #	17145						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-27-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-19-2019
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ (1,407.04)
Other Expenses		Requisition Number	




Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450/9769	Fund 21, Measure J	210-9450-0-9769-8500-6274-108-9180-9005-9999-99999	6274	\$41,592.96

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

Board Office Use: Legislative File Info.	
File ID Number	19-1397
Introduction Date	6-26-2019
Enactment Number	19-1041
Enactment Date	6/26/19 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 26, 2019

Subject Award of Bid and Contract for Construction Services - Gruendle Inc. dba Ray's Electric - Cleveland Elementary School Zero Net Energy (ZNE) Project

Action Requested Approval by the Board of Education of Resolution No. 1819 -0237, Award of Bid and Contract for Construction Services on behalf of the District to Gruendle Inc. dba Ray's Electric, Oakland, CA for the Cleveland Elementary School Zero Net Energy (ZNE) Project in the amount of \$43,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Forty (40) days Calendar Days, commencing June 27, 2019, and ending on August 10, 2019.

Discussion Vendor to provide installation services of LED lights for Cleveland School Site.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Resolution No. 1819 -0237, Award of Bid and Contract for Construction Services on behalf of the District to Gruendle Inc. dba Ray's Electric, Oakland, CA for the Cleveland Elementary School Zero Net Energy (ZNE) Project in the amount of \$43,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder with work being conducted in one (1) phase with a contract Duration: Forty (40) days Calendar Days, commencing June 27, 2019, and ending on August 10, 2019.

Fiscal Impact Fund 21 Measure J

Attachments

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



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

Legislative File ID No. 19-1397

Department: Facilities Planning and Management

Vendor Name: Ray's Electric

Project Name: Cleveland Zero Net Energy (ZNE)

Project No.: 17145

Contract Term: Intended Start: 6/27/2019

Intended End: 8/10/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$43,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

This contractor was the lowest responsive bidder.

Summarize the services this Vendor will be providing.

Scope of work includes removal of exterior lights/fixtures and Multipurpose room lights/fixtures and replace with (N) LED lights and fixtures.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☒ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

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



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

RESOLUTION NO. 1819-0237

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE CLEVELAND ELEMENTARY SCHOOL ZERO NET ENERGY
(ZNE) PROJECT**

WHEREAS, the District has heretofore requested bids, for the installation of new LED lights to help lower the energy consumption and improve lighting quality and longevity for site.

WHEREAS, three (3) bids were received via Division of Facilities Planning and Management in response to the said request as follows, and

Contractor:	Location	Bid Amount
Gruendle Inc. dba Ray's Electric	Oakland, CA	\$43,000.00
Summerhill Electric, Inc.	Oakland, CA	\$49,000.00
Eclipse Electric of California	Oakland, CA	\$59,870.00

WHEREAS, the responsive bidder has either met the goals for local business participation for a "good-faith" effort to do so as required by the District Policy for such participation;

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **GRUENDLE INC. DBA RAY'S ELECTRIC** for the performance of the bid work, in the amount of **FORTY-THREE THOUSAND DOLLARS NO/100 (\$43,000.00)** shall be and is hereby accepted; all other bids are rejected, if any: and



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

RESOLUTION NO. 1819-0237

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR
THE CLEVELAND ELEMENTARY SCHOOL ZERO NET ENERGY
(ZNE) PROJECT**

Page 2 of 2

BE IT FURTHER RESOLVED, that the President and Secretary of this Board be hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **GRUENDLE INC. DBA RAY'S ELECTRIC** for the performance of bid work.

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London, President Aimee Eng

NOES: Shanthi Gonzales

RECUSED: Roseann Torres

ABSENT: Student Directors Yoto Omosowho and Josue Chavez

ABSTAINED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **June 26, 2019**.

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

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AWARD OF BID AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **27th** day of **June 2019**, by and between the Oakland Unified School District ("District" or "Owner") and **Gruendle Inc. dba Ray's Electric** ("Contractor") ("Agreement").

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

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

PROJECT: **Cleveland Elementary School Zero Net Energy (ZNE)**

PROJECT NO.: **17145**

RESOLUTION NUMBER: **1819-0237**

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

2. **The Contract Documents:**

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

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

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Forty days 40** consecutive calendar days ("Contract Time") **commencing June 27, 2019, and**

concluding no later than August 10, 2019, from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):

- **Project Completion:** One thousand dollars no/100 (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.

- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or

any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **Type C10 – Electrical Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

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

Thirty-eight thousand dollars no/100

\$38,000.00 (Base Contract Amount)

+

Five thousand dollars

\$5,000.00, (Contingency Allowance Amount)

= Forty-three thousand dollars no /100

\$43,000.00 ("Contract Price")

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

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



Tadashi Nakadegawa
Director of Facilities Planning & Management

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

Dated: 6/27, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng

Print Name: Aimee Eng

Print Title: President, Board of Education

By: [Signature]

Print Name: Kyla Johnson-Trammell, Superintendent

Print Title: Secretary, Board of Education

By: [Signature] 6/14/19

Print Name: Timothy White

Print Title: Deputy Chief, of Facilities, Planning and Management

Dated: _____, 20____

Gruendl Inc DBA Ray's Electric CONTRACTOR

By: [Signature]

Print Name: Greg Gruendl

Print Title: President

Approved as to Form:

By: [Signature] 6/10/19

Print Name: Arne Sandberg

Print Title: Special Facilities Counsel

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

END OF DOCUMENT

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Cleveland Elementary School
Project: Lighting Improvements
Project #: 17145
Estimate: \$50,000

Date: Tuesday, May 28, 2019
Time: 2:00 PM
Project Mgr: Jean-Luc Keita
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company: Gruendle Inc., DBA Ray's Electric	Base Bid:	\$ 38,000.00	Required Day of Bid:
Address: 411 Pendleton Way, Suite B	Allowance:	\$ 5,000.00	Signed Bid Form X
City/State: Oakland, CA 94621	TOTAL:	\$ 43,000.00	Addendum Acknow. X
Phone: 510-577-7700	Alternates:		Bid Bond X
Fax: 510-577-7706			Non-Collusion X
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification N/A
	1:26 p.m.	5/28/2019	Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:00 p.m.	5/28/2019	Debarment Suspension & Schd Z X
			Local Business Participation Form X
			DVBE Forms X

Company: Summerhill Electric, Inc.	Base Bid:	\$ 44,000.00	Required Day of Bid:
Address: 5230 East 12th Street	Allowance:	\$ 5,000.00	Signed Bid Form X
City/State: Oakland, CA 94601	TOTAL:	\$ 49,000.00	Addendum Acknow. X
Phone: 510-536-1685	Alternates:		Bid Bond X
Fax: 510-534-7167			Non-Collusion X
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification N/A
	1:34 p.m.	5/28/2019	Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:00 p.m.	5/28/2019	Debarment Suspension & Schd Z X
			Local Business Participation Form X
			DVBE Forms X

Company: Eclipse Electric of California	Base Bid:	\$ 54,870.00	Required Day of Bid:
Address: 8105 Edgewater Drive	Allowance:	\$ 5,000.00	Signed Bid Form X
City/State: Oakland, CA 94621	TOTAL:	\$ 59,870.00	Addendum Acknow. X
Phone: 510-878-2433	Alternates:		Bid Bond X
Fax: 510-924-7062			Non-Collusion X
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification N/A
	1:44 p.m.	5/28/2019	Contractor's Sub List X
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
	2:00 p.m.	5/28/2019	Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:	\$5,000.00	Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
	<u>Time Opened</u>	<u>Date Opened</u>	Required Doc's within 24 hrs
			Debarment Suspension & Schd Z
			Local Business Participation Form
			DVBE Forms



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Summerhill Electric, Inc.**

Project: Cleveland ES Lighting Improvements

Project #: 17145

Estimate: \$50,000

Bid Opening Date: Tuesday, May 28, 2019

Time: 2:00 pm

Project Mgr: Jean-Luc Keita

Architect: N/A

Based Bid

\$ 44,000.00

Verified Local Business Participation Discount

5%

\$ 2,200.00

Based Bid w/ LBP Discount

\$ 41,800.00

LBU Credit Based on Policy Calculation

100.00%

This firm meets the minimum 50% LBU requirement and receives 5% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: Summerhill Electric, Inc.					
Address: 5230 E. 12th Street	\$ 44,000.00			100.00%	1 2 3 4
City/State: Oakland, CA					
Phone: (510) 536-1685					
Company:					
Address:	\$ -				1 2 3 4
City/State: Oakland, CA					
Phone: (510)					
Company:					
Address:	\$ -				1 2 3 4
City/State: Oakland, CA					
Phone: (510)					
TOTAL PARTICIPATION	\$ 44,000.00	0.0%	0.0%	100.00%	

100.00%*

* Total LBU % Proposed

Prepared by 360 Total Concept

04-17-2019

LBU_Calculation_Roosevelt_MS_Portable_Demolition_Bid_Due_Date_05-28-2019

CONSTRUCTION SERVICES



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Eclipse Electric of California

Project: Cleveland ES Lighting Improvements

Project #: 17145

Estimate: \$50,000

Bid Opening Date: Tuesday, May 28, 2019

Time: 2:00 pm

Project Mgr: Jean-Luc Keita

Architect: N/A

Based Bid

\$ 54,870.00

Verified Local Business Participation Discount

0%

\$

-

Based Bid W/ LBP Discount

\$

-

NON-RESPONSIVE

This firm does not meet the minimum 50% LBU requirement and receives 0% bid discount toward its based bid

LBU Credit Based on Policy Calculation

0.00%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: Eclipse Electric of California					
Address: 8105 Edgewater Drive	\$ -				1 No LBU Information Received
City/State: Oakland, CA					2
Phone: (510) 878-2433					3
					4
Company:					
Address:	\$ -				1
City/State: Oakland, CA					2
Phone: (510)					3
					4
TOTAL PARTICIPATION	\$ -	0.0%	0.0%	0.00%	

* Total LBU % Proposed

0.00%*

APPROVAL- LBU Compliance Officer

Prepared by 360 Total Concept

04-17-2019

LBU_Calculation_Roosevelt_MS_Portable_Demolition_Bid_Due_Date_05-28-2019

CONSTRUCTION SERVICES

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Gruendl Inc. DBA Ray's Electric
(Proper Name of Bidder)

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. **17145**

PROJECT: Cleveland Elementary - Lighting Improvements

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

Thirty Eight Thousand	dollars	\$ 38,000.00
Base Bid Amount		
Five thousand	dollars	\$ 5,000.00
Contingency Allowance Amount		
Forty Three Thousand	dollars	\$ 43,000.00
Total Bid Amount		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.</i>		

Additive/Deductive Alternates:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1**

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

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: GRUENGL INC. DBA RAY'S ELECTRIC
 Project: CLEVELAND E.S. LIGHTING IMPROVEMENT
 Project #: 17145
 Estimate: \$ 43,000.00

Bid Opening Date: MAY 28, 2014
 Time: 2:00 PM
 Project Mgr: Dean - Luc Keita
 Architect:

Base Bid Dollar Amount	\$	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-B PENHOLM WAY City/State: OAKLAND, CA Phone: 510-577-7700	\$ 43,000-		100%	100%	4281
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%	0.0% 100%

APPROVAL- LBU Compliance Officer

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

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
1	Rab BriskS17L-740/PCU	EA.	20	\$ 1300	\$26,000
2	Rab FXLED150TN	EA.	1	\$ 1800	\$1,800

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL DOCUMENT 00 40 01-3

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

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - ~~Iran Contracting Act Certification~~

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/15/2019</u>	No. <u>4</u> , Dated <u>5/22/2019</u>
No. <u>2</u> , Dated <u>5/17/2019</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5/17/2019</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Cleveland Elementary School
 Lighting Improvements
 Project No. 17145
 May 13, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

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

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of May 20 19

Name of Bidder: Gruendl Inc. DBA Ray's Electric

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 411 Pendleton Way, Suite B Oakland, CA 945621

Taxpayer Identification No. of Bidder: 94-3106593

Telephone Number: 510-577-7700

Fax Number: 510-577-7706

E-mail: greg@rayselectric.net Web Page: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

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

Contractor's License No(s): No.: 682725 Class: A Expiration Date: 12/31/2019

No.: 682725 Class: C10 Expiration Date: 12/31/2019

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000005610

END OF DOCUMENT

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

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6**

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Summerhill Electric Inc.
(Proper Name of Bidder)

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. **17145**

PROJECT: Cleveland Elementary - Lighting Improvements

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

<i>forty four thousand</i>	dollars	\$ <i>44,000.</i>
Base Bid Amount		
<i>Five thousand</i>	dollars	\$ <i>5,000.00</i>
Contingency Allowance Amount		
<i>forty nine thousand</i>	dollars	\$ <i>49,000.</i>
Total Bid Amount		
Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.		

Additive/Deductive Alternates:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Summerhill Electric Inc.

Project: Cleveland ES - Lighting Improvement

Project #: 17145

Estimate: \$ 50,000.00

Bid Opening Date:

Time:

Project Mgr:

Architect:

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

Base Bid Dollar Amount	\$	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Summerhill Electric Inc. Address: 5230 E-12th St. City/State: Oakland, CA Phone: 510 - 536 - 1685	\$	49,000			100%	3657
Company: Address: City/State: Phone:	\$					
Company: Address: City/State: Phone:	\$					
Company: Address: City/State: Phone:	\$					
Company: Address: City/State: Phone:	\$					
TOTAL PARTICIPATION	\$0.00	0.0%	0.0%	0.0%		0.0%

APPROVAL- LBU Compliance Officer

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

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL DOCUMENT 00 40 01-3

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - ~~Iran Contracting Act Certification~~

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5/15/2019</u>	No. <u>4</u> , Dated <u>5/22/19</u>
No. <u>2</u> , Dated <u>5/17/2019</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5/17/2019</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
 Lighting Improvements
 Project No. 17145
 May 13, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28 day of MAY 20 19

Name of Bidder: Summerhill Electric Inc.

Type of Organization: Corporation

Signed by: 

Title of Signer: President

Address of Bidder: 5230 E-12th St. Oakland, CA 94601

Taxpayer Identification No. of Bidder: 94-3384424

Telephone Number: 510 - 536 -1685

Fax Number: 510 - 534 -7167

E-mail: summerhillelectricinc@yahoo.com Web Page: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 793376 Class: C-10 Expiration Date: 4/30/2021

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000005660

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

BID FORM AND PROPOSAL

Oakland Unified School District ("District" or "Owner")

From: Eclipse Electric of California
(Proper Name of Bidder)

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. **17145**

PROJECT: Cleveland Elementary - Lighting Improvements

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

<u>fifty four thousand eight hundred seventy</u>	dollars	\$ <u>54,870</u>
Base Bid Amount		
<u>Five thousand</u>	dollars	\$ <u>5,000.00</u>
Contingency Allowance Amount		
<u>fifty-nine thousand eight hundred seventy</u>	dollars	\$ <u>59,870</u>
Total Bid Amount		
Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowance.		

Additive/Deductive Alternates:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-1

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

Item No.	Description	Estimated Quantity	Unit Price	Total Cost= Unit Price x Estimated Quantity (Included in Base Bid)
1	BRISKS17L-740/PCU	20	\$ 647.50	\$ 12,950.00
2	FXLED150TN	1	\$ 2,734.28	\$ 2,734.28
3	WP2LED37N/480	2	\$ 1,747.30	\$ 3,494.60
4	WP2LED37N/480/PCS4	1	\$ 2,040.80	\$ 2,040.80
5	10A19DIM/840-97966	50	\$ 489.59	\$ 24,479.50
6	AR-LP122Q4DD/40	18	\$ 509.49	\$ 9,170.82
				\$ 54,870.00

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-3**

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - ~~Iran Contracting Act Certification~~
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>5-15-2019</u>	No. <u>4</u> , Dated <u>5-22-2019</u>
No. <u>2</u> , Dated <u>5-17-2019</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>5-17-2019</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-10 license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon

OAKLAND UNIFIED SCHOOL DISTRICT
 Cleveland Elementary School
 Lighting Improvements
 Project No. 17145
 May 13, 2019

**BID FORM AND PROPOSAL
 DOCUMENT 00 40 01-4**

Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

14. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 27th day of MAY 20 19

Name of Bidder: Eclipse Electric of California

Type of Organization: Corporation of California, Electrical Contractor

Signed by: Nedir Bey

Title of Signer: President

Address of Bidder: 8105 Edgewater Dr. #206

Taxpayer Identification No. of Bidder: 46-3819670 EIN #

Telephone Number: 510-878-2433, 510-424-5472 cell

Fax Number: 510-924-7062

E-mail: nedirbey@yahoo.com Web Page: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**BID FORM AND PROPOSAL
DOCUMENT 00 40 01-5**

Contractor's License No(s): No.: 989457 Class: C-10 Expiration Date: 12-31-2019

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000012419

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

BID FORM AND PROPOSAL
DOCUMENT 00 40 01-6

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Summerhill Electric Inc., the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 28 May 2019,
[Date]

at OAKLAND, CA.
[City] [State]

Date: 28 May 2019

Proper Name of Bidder: Summerhill Electric Inc.

Signature: 

Print Name: Louis Summerhill

Title: President

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Summerhill Electric, Inc., as Principal ("Principal"),
and Developers Surety and Indemnity Company, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oakland Unified School District ("District") of Alameda
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

Ten Percent of the Amount Bid Dollars (\$ 10%)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: # 17145 - Lighting Improvements Renovations ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within seven (7) days of the date of the District's Notice of Award to
Principal.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements Renovations
Project No. 17145
May 13, 2019

BID BOND
DOCUMENT 00 43 13-1

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 22nd day of May, 2019.

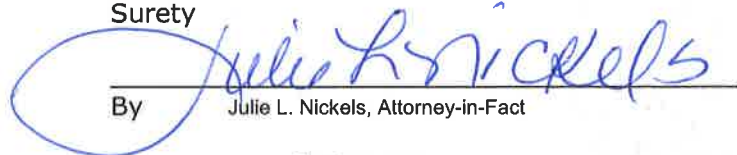
Summerhill Electric, Inc.

Principal


By

Developers Surety and Indemnity Company

Surety


By Julie L. Nickels, Attorney-in-Fact

Surety Service

Name of California Agent of Surety

17771 Cowan Suite 100 Irvine CA 92614

Address of California Agent of Surety

949-263-3300

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE 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 May 22, 2019 before me, Debra C. D'Onofrio, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Julie L. Nickels

Name(s) of Signer(s)



Place Notary Seal Above

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

Debra C. D'Onofrio
Signature of Notary Public Debra C. D'Onofrio

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Stephen G. Roddie, Daniel Livsey, Julie L. Nickels, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of May, 2019.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (10/18)



**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the President of Eclipse Electric of California, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5-27-2019
[Date]

at Oakland, CA.
[City] [State]

Date:

5-27-2019

Proper Name of Bidder:

Eclipse Electric of California

Signature:

[Signature]

Print Name:

Nedir Bey

Title:

President

END OF DOCUMENT

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the Chief Estimator of Gruendl Inc, DBA Ray's Electric, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 28, 2019,
[Date]

at Oakland, CA.
[City] [State]

Date: May 28, 2019

Proper Name of Bidder: Gruendl Inc. DBA Ray's Electric

Signature: 

Print Name: Manny Hernandez

Title: Chief Estimator

END OF DOCUMENT

ORIGINAL

DOCUMENT 00 43 13

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Gruendl, Inc. dba Ray's Electric, as Principal ("Principal"),
and Endurance Assurance Corporation, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of Delaware and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oakland Unified School District ("District") of Alameda
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid for the
following project: Cleveland Elementary School - Lighting Improvements ("Project" or "Contract").
Project, 745 Cleveland Street, Oakland, CA 94606; Bid No. 17145

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within seven (7) days of the date of the District's Notice of Award to
Principal.

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

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements Renovations
Project No. 17145
May 13, 2019

BID BOND
DOCUMENT 00 43 13-1

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 20th day of May, 2019.

Gruendl, Inc. dba Ray's Electric

Principal

By 

Endurance Assurance Corporation

Surety

By 

Virginia L. Black, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery Street, Suite 450, San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-1500

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Cleveland Elementary School
Lighting Improvements Renovations
Project No. 17145
May 13, 2019

**BID BOND
DOCUMENT 00 43 13-2**

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



ADDENDUM NUMBER 1

Date: May 15, 2019

Project: CLEVELAND ELEMENTARY – LIGHTING IMPROVEMENTS

Project No: 17145

Owner: OAKLAND UNIFIED SCHOOL DISTRICT
Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

PM: Jean-Luc Keita

The clarifications, modifications, changes, additions and/or deletions contained herein shall be incorporated within the construction documents for the project. Such information shall take precedence over that previously published.

This addendum consists of 3 pages.

Attachments: See Attached

CHANGES TO: Table of Contents

Reference: Division 01

Description: Specifications are not needed on this project

END OF ADDENDUM NUMBER 1

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 San Francisco

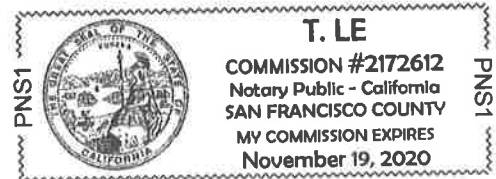
On May 20, 2019 before me, T. Le, Notary Public
(insert name and title of the officer)

personally appeared Virginia L. Black
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 T. Le (Seal)



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

ENDURANCE ASSURANCE CORPORATION

11336

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, 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 its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver 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 Corporation 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 Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation 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 Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST

Marianne L. Wilbert

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

Sharon L. Sims

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 19th day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)
NO. 6333811
QUALIFIED IN
NEW YORK COUNTY

Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 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 Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, 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 Corporation."

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 20th day of May, 2019.

(Corporate Seal)

Christopher Donelan

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

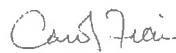
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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

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

RECEIVED
JUN 10 2019

RAY'S ELECTRIC

Bond No. EACX13400042
Premium: \$731.00

DOCUMENT 00 61 13.13

ORIGINAL

**PERFORMANCE BOND
(100% of Contract Price)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Gruendl, Inc. dba Ray's Electric ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Cleveland Elementary School Lighting Improvements, Project No. 17145, Resolution Number: 1819-0237

("Project" or "Contract") which Contract dated June 27, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and Endurance Assurance Corporation ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Forty Three Thousand AND 00/100

Dollars (\$ 43,000.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-1**

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of June, 2019.

Gruendl, Inc. dba Ray's Electric
Principal

By

Endurance Assurance Corporation
Surety

By Gillian Bhaskaran, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery Street, Suite 450, San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-1500

Telephone No. of California Agent of Surety

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2**

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-3**

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)

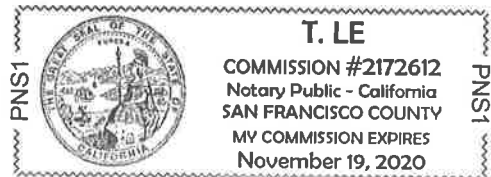
On June 7, 2019 before me, T. Le, Notary Public
(insert name and title of the officer)

personally appeared Gillian Bhaskaran
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 T. Le (Seal)



ENDURANCE ASSURANCE CORPORATION

11336

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, 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 its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver 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 Corporation 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 Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:


RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation 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 Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By 
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 19th day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)
NO. 6333811
QUALIFIED IN
NEW YORK COUNTY



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 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 Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, 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 Corporation."

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 7th day of June, 2019.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-678-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, *effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.*



By

Dave Jones
Insurance Commissioner

Carol Frair
Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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



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Disclaimer**COMPANY PROFILE****Company Information****ENDURANCE ASSURANCE CORPORATION****4 MANHATTANVILLE ROAD, 3RD FLOOR
NEW YORK, NY 10577****Old Company Names****Effective Date**

ENDURANCE REINSURANCE COMPANY OF AMERICA	01/30/2008
ENDURANCE REINSURANCE CORPORATION OF AMERICA	08/23/2016
ENDURANCE REINSURANCE CORPORATION OF AMERICA DBA ENDURANCE WORKERS' COMPENSATION INSURANCE COMPANY	12/30/2009

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	11551
California Company ID #:	5082-3
Date Authorized in California:	01/30/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)**NAIC Group List**

NAIC Group #: **3219** Sampo Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY

DOCUMENT 00 61 13.16

ORIGINAL

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and Gruendl, Inc. dba Ray's Electric, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Cleveland Elementary School Lighting Improvements, Project No. 17145, Resolution Number: 1819-0237

("Project" or "Contract") which Contract dated June 27, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Endurance Assurance Corporation ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Forty Three Thousand AND 00/100 Dollars (\$43,000.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

PAYMENT BOND
DOCUMENT 00 61 13.16-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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


IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of June, 2019.

Gruendl, Inc. dba Ray's Electric
Principal

By



Endurance Assurance Corporation
Surety

By  Gillian Bhaskaran, Attorney-in-Fact

Arthur J. Gallagher & Co.

Name of California Agent of Surety

1255 Battery Street, Suite 450, San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-1500

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Cleveland Elementary School
Lighting Improvements
Project No. 17145
May 13, 2019

PAYMENT BOND
DOCUMENT 00 61 13.16-2

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)

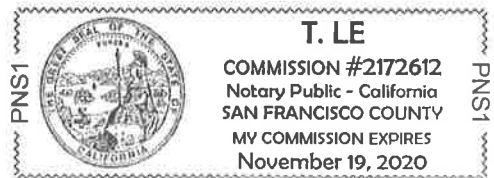
On June 7, 2019 before me, T. Le, Notary Public
(insert name and title of the officer)

personally appeared Gillian Bhaskaran
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 T. Le (Seal)



ENDURANCE ASSURANCE CORPORATION

11336

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, 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 its true and lawful Attorney(s)-in-fact, at SAN FRANCISCO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver 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 Corporation 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 Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation 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 Corporation in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 19th day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By


SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 19th day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)
NO. 6333811
QUALIFIED IN
NEW YORK COUNTY



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 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 Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

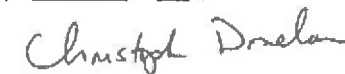
And be it further:

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, underlakings or obligations in surety or co-surety for and on behalf of the Corporation."

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 7th day of June, 2019.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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



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COMPANY PROFILE

Company Information

ENDURANCE ASSURANCE CORPORATION

4 MANHATTANVILLE ROAD, 3RD FLOOR
NEW YORK, NY 10577

Old Company Names

Effective Date

ENDURANCE REINSURANCE COMPANY OF AMERICA	01/30/2008
ENDURANCE REINSURANCE CORPORATION OF AMERICA	08/23/2016
ENDURANCE REINSURANCE CORPORATION OF AMERICA DBA ENDURANCE WORKERS' COMPENSATION INSURANCE COMPANY	12/30/2009

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	11551
California Company ID #:	5082-3
Date Authorized in California:	01/30/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: **3219** Sampo Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY

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

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

Date: June 6, 2019 @ 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:

Accept Oakland Unified School District award of Bid Agreement for project: Cleveland Elementary School Lighting Improvements, project No.17145 and authorize Greg Gruendl, president, Carlos Franco secretary to have authority to sign agreement 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 June 6,2019

Witness  Carlos Franco, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2019

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

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

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

COVERAGES CERTIFICATE NUMBER: 00000000-12479957 REVISION NUMBER: 33

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD <input checked="" type="checkbox"/> Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHA140574	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N158779-19-26-G	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 RETENTION \$			LHA247271	06/11/2019	06/11/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
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	UB9J29830A1926G	01/01/2019	01/01/2020	<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

Oakland Unified School District
955 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(LEQ)

AGENCY CUSTOMER ID: 00000000

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: Cleveland Elementary School - Lighting Improvements Project # 17145 May 13, 2019.

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.

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

**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.

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

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A)

POLICY NUMBER: UB-9J29830A-19-26-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 2.00 % 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 _____

DATE OF ISSUE: 01-01-19

ST ASSIGN:

Page 1 of 1



Department of Facilities Planning and Management

ROUTING FORM

Project Information			
Project Name	Cleveland Zero Net Energy (ZNE)	Site	210
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		
Contractor Information			
Contractor Name	Ray's Electric	Agency's Contact	
OUSD Vendor ID #	003531	Vendor Title:	
Address	411 Pendleton Way, Suite B Oakland, CA 94621-2115	Telephone	(510) 577-7700
Contractor History	Previously been an OUSD contractor?	Policy Expires:	
OUSD Project #	17145	<input checked="" type="checkbox"/> Yes Worked as an OUSD employee?	<input type="checkbox"/> Yes
Term			
Date Work Will Begin	6/27/2019	Date Work Will End By (not more than 5 years from start date)	8/10/2019
Compensation			
Total Contract Amount		Total Contract Not To Exceed	\$43,000.00
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	
Budget Information			
If you are planning to make any changes to the contract, please contact the State and Federal Office before completing this form.			
Resource #	Funding Source	Org Key	Object
9450/9769	Fund 21, Measure J	210-9450-0-9769-8500-6274-108-9180-9905-9999-99999	6274
			Amount
			\$43,000.00
Approval and Routing (in order of approval steps)			
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.			
	Division Head	Phone	Fax
		510-535-7038	510-535-7082
1.	Director, Department of Facilities Planning and Management		
	Signature	Date Approved	6/11/19
	General Counsel, Department of Facilities Planning and Management		
2.	Signature	Date Approved	6/10/19
	Deputy Chief, Department of Facilities Planning and Management		
3.	Signature	Date Approved	6/11/19
	Senior Business Officer, Board of Education		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	