


Board Office Use: Legislative File Info.	
File ID Number	21-1723
Introduction Date	8-25-2021
Enactment Number	21-1340
Enactment Date	8/25/2021 If



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** August 25, 2021

**Subject** Award of Agreement Between Owner and Contractor - Competitively Bid –Bay Construction Company – Skyline High School Sewer Line Replacement Project – Division of Facilities Planning & Management

**Action Requested** Approval by the Board of Education of Award of Agreement Between Owner to Bay Construction Company, Oakland, California (“Contractor”), for the latter to provide Sewer Line Replacement, for the Skyline High School Project, as described in Article I of the Agreement, in the amount of **\$266,000.00**, which includes a contingency of **\$25,000.00**, as the lowest responsive bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with the work scheduled to commence on **August 26, 2021**, and scheduled to last for **Sixty (60)** Calendar days, ending **October 24, 2021**.

**Discussion** The scope of work of the contract consists of Sewer Line Replacement. Contractor was selected through competitive bidding. (Public Contract Code § 22037).

**LBP** (Local Business Participation Percentage) 50.00%

**Recommendation** Approval by the Board of Education of Award of Agreement Between Owner to Bay Construction Company, Oakland, California (“Contractor”), for the latter to provide Sewer Line Replacement, for the Skyline High School Project, as described in Article I of the Agreement, in the amount of **\$266,000.00**, which includes a contingency of **\$25,000.00**, as the lowest responsive bidder, and rejecting all other bids if any, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with the work scheduled to commence on **August 26, 2021**, and scheduled to last for **Sixty (60)** Calendar days, ending **October 24, 2021**.

**Fiscal Impact** Fund 140

**Attachments**

- Agreement
- Payment & Performance Bonds
- Insurance Certificate



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1723

Department: Buildings & Grounds Department

Vendor Name: Bay Construction Company

Project Name: Skyline High School Sewer Line Replacement Project

Project No.: PR19016

Contract Term: Intended Start: 8-26-2021

Intended End: 10-24-2021

Total Cost Over Contract Term: \$266,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Bay Construction, was selected by the District as the lowest responsive and responsible bid.

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

Contractor will provide sewer line replacement for the Skyline High School project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

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



## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **August 26, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **BAY CONSTRUCTION COMPANY** hereinafter called the "Contractor."

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

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

the Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd.  
Oakland, CA,

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

Oakland Unified School District, Oakland, CA

and other Contract Documents relating thereto.

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

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

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

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Sixty (60)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **August 26, 2021**, in which

case the deadline for Completion would be **October 24, 2021**.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

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

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS NO/100(\$266,000.00) for Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of TWENTY-FIVE THOUSAND DOLLARS NO/100 \$25,000.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile

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

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

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

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

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

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



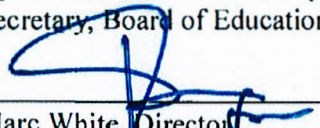
**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

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



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

OAKLAND UNIFIED SCHOOL DISTRICT

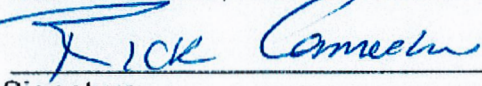
 _____ Shanthi Gonzales, President, Board of Education	8/26/2021 _____ Date
 _____ Kyla Johnson-Trammell, Superintendent Secretary, Board of Education	8/26/2021 _____ Date
 _____ Marc White, Director Buildings & Grounds Department	6/24/21 _____ Date

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

YONG KAY  
\_\_\_\_\_  
Print Name

PRESIDENT  
\_\_\_\_\_  
Title: Chairman, Pres., or Vice-Pres.

  
\_\_\_\_\_  
Signature

Rick Camacho  
\_\_\_\_\_  
Print Name

CFO  
\_\_\_\_\_  
Title: Secretary, Asst. Secretary, CFO, or Asst. Treasurer

**Approved As To Form:**

 _____ OUSD Facilities Legal Counsel	6-24-21 _____ Date
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593411  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.


5/30/2022  
LICENSE EXPIRATION DATE

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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Skyline High School  
Project: Sewer Line Replacement  
Project #: 19016  
Estimate: \$375,000

Date: Wednesday, May 9, 2021  
Time: 2:00 p.m.  
Project Mgr: John Howell  
Architect: 

Signature of Witness to Bid 

Signature of Bid Opener 

<b>Company:</b>	Castillo Plumbing, Inc	<b>Base Bid:</b>	\$233,000.00	<b>Required Day of Bid:</b>		
<b>Address:</b>	1308 Old Bayshore Hwy#188	<b>Allowance:</b>	\$25,000.00	Signed Bid Form		X
<b>City/State:</b>	Burlingame, CA	<b>TOTAL:</b>	\$248,000.00	Addendum Acknow.		X
<b>Phone:</b>	415-410-4313	<b>Alternates:</b>		Bid Bond		X
<b>Fax:</b>	<b>NON-RESPONSIVE</b>			Non-Collusion		X
				Iran Contracting Certification		X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification		X
		1:26 PM	6/9/2021	Contractor's Sub List		X
				Debarment Suspension & Schd Z		X
		<b>Time Opened</b>	<b>Date Opened</b>	Local Business Participation Form		X
		2:05 PM	6/9/2021	DVBE Forms		X
<b>Company:</b>	Bay Construction Company	<b>Base Bid:</b>	\$241,000.00	<b>Required Day of Bid:</b>		
<b>Address:</b>	4026 Martin Luther King Dr. Way	<b>Allowance:</b>	\$25,000.00	Signed Bid Form		X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$266,000.00	Addendum Acknow.		X
<b>Phone:</b>	510-658-7225	<b>Alternates:</b>		Bid Bond		X
<b>Fax:</b>				Non-Collusion		X
				Iran Contracting Certification		X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification		X
		1:58 PM	6/9/2021	Contractor's Sub List		X
				Debarment Suspension & Schd Z		X
		<b>Time Opened</b>	<b>Date Opened</b>	Local Business Participation Form		X
		2:05 PM	6/9/2021	DVBE Forms		X
<b>Company:</b>	E R Plumbing & Construction	<b>Base Bid:</b>	\$250,000.00	<b>Required Day of Bid:</b>		
<b>Address:</b>	2346 E.20th Street	<b>Allowance:</b>	\$25,000.00	Signed Bid Form		X
<b>City/State:</b>	Oakland, CA	<b>TOTAL:</b>	\$275,000.00	Addendum Acknow.		X
<b>Phone:</b>	510-388-0567	<b>Alternates:</b>		Bid Bond		X
<b>Fax:</b>				Non-Collusion		X
				Iran Contracting Certification		X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification		X
		11:25 AM	6/9/2021	Contractor's Sub List		X
				Debarment Suspension & Schd Z		X
		<b>Time Opened</b>	<b>Date Opened</b>	Local Business Participation Form		X
		2:05 PM	6/9/2021	DVBE Forms		X
<b>Company:</b>	Kerex Engineering, Inc.	<b>Base Bid:</b>	\$275,000.00	<b>Required Day of Bid:</b>		
<b>Address:</b>	4941 Pacheco Blvd	<b>Allowance:</b>	\$25,000.00	Signed Bid Form		X
<b>City/State:</b>	Martinez, CA	<b>TOTAL:</b>	\$300,000.00	Addendum Acknow.		X
<b>Phone:</b>	925-387-8913	<b>Alternates:</b>		Bid Bond		X
<b>Fax:</b>	<b>NON-RESPONSIVE</b>			Non-Collusion		X
				Iran Contracting Certification		X
		<b>Time Submitted</b>	<b>Date Submitted</b>	Site Visit Certification		X
		1:34 PM	6/9/2021	Contractor's Sub List		X
				Debarment Suspension & Schd Z		X
		<b>Time Opened</b>	<b>Date Opened</b>	Local Business Participation Form		X
		2:05 PM	6/9/2021	DVBE Forms		X

## BID OPENING TABULATION SHEET

Juanita Hunter



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** June 11, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Skyline Highschool Sewer Line Replacement

Project No. PR19016

---

**SUMMARY:**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Skyline Sewer Line Replacement Project submitted by Castillo Plumbing Inc.

- Castillo Plumbing Inc. did not achieve 50% LBU (0% LBE and 25% SLBE/SLRBE).

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Castillo Plumbing Inc. to be nonresponsive and ineligible for contract award.

Cc: Kenya Chatman

Local Business Utilization Program Consultants



LOWE CONSULTING  
GROUP INC.



# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

**PRIME: Castillo Plumbing Inc.**

Project: Skyline High School Sewer Line Replacement

Project #: PR19016

Estimate: \$375,000

Bid Opening Date: June 9th 2021

Time: 2pm

Project Mgr: John Howell

Architect:

Base Bid: \$233,000

Verified Local Business Participation Discount: 0%

\$0.00

Base Bid W/LBP Discount:

**Based on Policy Calculation:**

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
<b>PRIME: Castillo Plumbing Inc.</b> Address: 1308 Old Bayshore Hwy #188 City/State: Burlingame, Ca Phone: 415.410.4313 Fax:	\$170,000				
<b>Company: Cooper Construction &amp; Engineering</b> Address: 240 Sextus Road City/State: Oakland Ca Phone: 510.415.3654	\$63,000.00		25.4%		City of Oakland Certified SLBE Verified 6/11/21
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
<b>TOTAL PARTICIPATION</b>		0.0%	25.4%	0.0%	<b>25.4%</b>

Philip Lang June 11 2021

APPROVAL- LBU Compliance Officer

L. Luster and Associates





OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** June 11, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Skyline Highschool Sewer Line Replacement  
Project No. PR19016

---

**SUMMARY**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Skyline Sewer Line Replacement Project submitted by Bay Construction.

- Bay Construction achieved 50% LBU (0% LBE and 96% SLBE/SLRBE).

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Bay Construction to be responsive and eligible for contract award.

Cc: Kenya Chatman

Local Business Utilization Program Consultants



LOWE CONSULTING  
GROUP INC.





# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

## **PRIME: Bay Construction**

Project: Skyline High School Sewer Line Replacement

Project #: PR19016

Estimate: \$375,000

Bid Opening Date: June 9th 2021

Time: 2pm

Project Mgr: John Howell

Architect:

Base Bid: \$375,000

Verified Local Business Participation Discount:

\$18,750.00

Base Bid W/LBP Discount: \$356,250

**Based on Policy Calculation: 5%**

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
<b>PRIME: Bay Construction</b> Address: 4026 MLK Jr. Way City/State: Oakland, Ca Phone: (510) 658-7225 Fax:	\$231,000		96.0%		City of Oakland Certified SLBE Verified 6/11/21
<b>Company: CB Linng</b> Address: City/State: Fairfield Ca Phone: 510.415.3654	\$10,000.00				
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
<b>TOTAL PARTICIPATION</b>		0.0%	96.0%	0.0%	96.0%

*Philip Lang* June 11 2021

**APPROVAL - LBU Compliance Officer**

L. Luster and Associates



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** June 11, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Skyline Highschool Sewer Line Replacement  
Project No. PR19016

---

**SUMMARY**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Skyline Sewer Line Replacement Project submitted by ER Plumbing.

- ER Plumbing achieved 50% LBU (0% LBE and 100% SLBE/SLRBE).

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds ER Plumbing to be responsive and eligible for contract award.

Cc: Kenya Chatman

Local Business Utilization Program Consultants





# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

## **PRIME: ER Plumbing and Construction**

Project: Skyline High School Sewer Line Replacement

Project #: PR19016

Estimate: \$375,000

Bid Opening Date: June 9th 2021

Time: 2pm

Project Mgr: John Howell

Architect:

Base Bid: \$275,000

Verified Local Business Participation Discount:

\$13,750.00

Base Bid W/LBP Discount:

\$261,250

## **Based on Policy Calculation:**

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
<b>PRIME: ER Plumbing &amp; Construction</b> Address: 2346 E20th Street City/State: Oakland, Ca Phone: (510) 388-0567 Fax:	\$275,000		100.0%		City of Oakland Certified SLBE Verified 6/11/21
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: City/State: Phone:					
<b>TOTAL PARTICIPATION</b>		0.0%	100.0%	0.0%	25.4%

Philip Lang June 11 2021

APPROVAL- LBU Compliance Officer

L. Luster and Associates



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

**Date:** June 11, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Skyline Highschool Sewer Line Replacement  
Project No. PR19016

---

**SUMMARY**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Skyline Sewer Line Replacement Project submitted by Kerex Engineering.

- Kerex Engineering did not achieve 50% LBU (0% LBE and 24% SLBE/SLRBE).

**RECOMMENDATION:**

Based on the LBU Participation Worksheet, the Compliance Team finds Kerex Engineering to be nonresponsive and ineligible for contract award.

Cc: Kenya Chatman

Local Business Utilization Program Consultants





# LOCAL BUSINESS PARTICIPATION WORKSHEET

## PRIME: Kerex Engineering

Project: Skyline High School Sewer Line Replacement

Project #: PR19016

Estimate: \$300,000

Bid Opening Date: June 9th 2021

Time: 2pm

Project Mgr: John Howell

Architect:

Base Bid: \$275,000

Verified Local Business Participation Discount:

Base Bid W/LBP Discount:

## Based on Policy Calculation:

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
<b>PRIME:Kerex Engineering</b> Address: 4941 Pacheco Blvd City/State: Martinez, Ca Phone: (925) 387-8913 Fax:	\$172,500				
<b>Company: Cooper Construction</b> Address: 240 Sextus Rd City/State: Oakland, Ca Phone: (510) 415-3654	\$67,500.00		24.0%		City of Oakland Certified SLBE Verified 6/11/21
<b>Company: All City Trucking</b> Address: City/State: Newark Ca Phone:	\$35,000.00				
<b>Company:</b> Address: City/State: Phone:					
<b>Company:</b> Address: . City/State: Phone:					
<b>TOTAL PARTICIPATION</b>		0.0%	24.0%	0.0%	24.0%

Philip Lang June 11 2021

APPROVAL- LBU Compliance Officer

L. Luster and Associates



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Department of Facilities Planning and Management**

**MEMORANDUM**

**Date:** June 11, 2021

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Skyline Highschool Sewer Line Replacement  
Project No. PR19016

---

**SUMMARY**

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Skyline Sewer Line Replacement Project submitted by Ray's Electric.

- Ray's Electric achieved 50% LBU (0% LBE and 90.6% SLBE/SLRBE).

**RECOMMENDATION:**

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

Cc: Kenya Chatman

Local Business Utilization Program Consultants





# LOCAL BUSINESS PARTICIPATION WORKSHEET

## PRIME: Ray's Electric

Project: Skyline High School Sewer Line Replacement

Project #: PR19016

Estimate: \$369,000

Bid Opening Date: June 9th 2021

Time: 2pm

Project Mgr: John Howell

Architect:

Base Bid: \$344,000

Verified Local Business Participation Discount:

\$17,200.00

Base Bid W/LBP Discount:

\$326,800

**Based on Policy Calculation: 5%**

	Total Dollar Amount of Work	LBE %	SLBE%	SLBR%	Comments
<b>PRIME: Ray's Electric</b> Address: 4941 Pacheco Blvd City/State: Martinez, Ca Phone: (925) 387-8913 Fax:	\$172,946		46.9%		City of Oakland Certified SLBE Verified 6/11/21
<b>Company: Mosto Construction</b> Address: 3073 22nd Ave City/State: Oakland, Ca Phone: (510) 534-3152	\$157,000.00		43.7%		City of Oakland Certified SLBE Verified 6/11/21
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
Company: Address: City/State: Phone:					
<b>TOTAL PARTICIPATION</b>		0.0%	90.6%	0.0%	<b>90.6%</b>

Philip Lang June 11 2021

APPROVAL- LBU Compliance Officer

L. Luster and Associates



**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of Castillo Plumbing Inc ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd. Oakland, California, 94619 (the "Contract"), Project No. PR19016**

The Contract Documents were prepared by OUSD.

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

Two Hundred and twenty three Thousand	<i>Dollars</i>	<u>\$ 223,000.00</u>
<i><b>Base Bid Amount</b></i>		
<i>Twenty-five Thousand</i>	<i>Dollars</i>	<u><i>\$25,000.00</i></u>
<i><b>Contingency Allowance</b></i>		
Two Hundred and Forty Eight Thousand	<i>Dollars</i>	<u>\$ 248,000.00</u>
<i><b>Total Bid Amount</b></i>		
<i><b>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</b></i>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -1

## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Date:  
Time:  
Project Mgr:  
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: Cooper Construction and Engineering Address: 240 Sextus Road City/State: CA Phone: (510)415-3654	\$ 63,000	(VSLBE)	25.40%		VSLBE Cert. # 2017002503 NAICS Code 237310( VSLBE)
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
TOTAL PARTICIPATION	\$63,000	0.0%	0.0%	0.0%	25.40%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

1308 Old Bayshore Hwy #188, Burlingame, CA 94010

Our Public Liability and Property Damage Insurance is placed with:

Hiscox Insurance Company Inc.

Our Workers' Compensation Insurance is placed with:

OHIO Security Insurance Company

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OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -2

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

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

Addendum No. 1 Date 05/26/21 Addendum No.        Date         
Addendum No.        Date        Addendum No.        Date         
Addendum No.        Date        Addendum No.        Date       

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

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<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -3</b>

Print or Type Name: Jose Castillo

Title: CEO

Signature: 

Name of Company as Licensed in California: CASTILLO PLUMBING INC

Business Address: 1308 Old Bayshore Hwy #188, Burlingame, CA 94010

Telephone Number: (415)410-4313

California Contractor License No.: 958170

Class and Expiration Date: C36, B. 11/30/2021

Public Works Contractor Registration No.: PW-LR-1000613715

State of Incorporation, if Applicable: California

{SR526394}4

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -4</b>

**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of Bay Construction Co. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd. Oakland, California, 94619 (the "Contract"), Project No. PR19016**

The Contract Documents were prepared by OUSD.

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

<u>Two hundred forty one thousand</u>	Dollars	\$ <u>241.000</u>
<b>Base Bid Amount</b>		
<u>Twenty-five Thousand</u>	Dollars	<u>\$25,000.00</u>
<b>Contingency Allowance</b>		
<u>Two hundred sixty six thousand</u>	Dollars	\$ <u>266.000</u>
<b>Total Bid Amount</b>		
<b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i></b>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -1

# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Bay Construction Co. / Mark Lee Yag Kly NC  
 Project: Skyline Highschool sewerline replacement.  
 Project #: PR 19 016  
 Estimate: \$ 375,000.00

Bid Opening Date: 06/09/21  
 Time: 2:00pm  
 Project Mgr: Brian Merritt  
 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.
<b>PRIME Company:</b> Bay Construction Co. Address: 4024 Melk Junction Way City/State: Oakland, CA Phone: (510) 658-7225	\$ 231,000		96%		2170
<b>Company:</b> CB Linn Address: City/State: Fairfield, CA Phone: 661-816-4091	\$ 10,000				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	<del>\$0.00</del> 241,000	<del>0.0%</del> 0.0%	<del>0.0%</del> 96%	<del>0.0%</del> 0.0%	<del>0.0%</del> 96%

APPROVAL - LBU Compliance Officer

241,000 0.0% 96% 0.0%

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening



This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

4026 Martin Luther King Jr. Way,  
Oakland, CA 94609

Our Public Liability and Property Damage Insurance is placed with:

USI insurance services National inc.

Our Workers' Compensation Insurance is placed with:

Global Pro Insurance Corp. as insurance agent

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<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -2</b>

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

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

Addendum No. 1 Date 5/26/21 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

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<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -3</b>

Print or Type Name: Yong Kay

Title: President

Signature: 

Name of Company as Licensed in California: Mamleek Yong Kay Inedbo Bay Construction Co.

Business Address: 4026 Martin Luther King Jr. Way, Oakland, CA 94609

Telephone Number: (510) 658-7225

California Contractor License No.: 393411

Class and Expiration Date: A, B, C-27, C-33, 05/31/22

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: California.

(SR526394)4

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -4</b>

**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of ER Plumbing & Constr. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd. Oakland, California, 94619 (the "Contract"), Project No. PR19016**

The Contract Documents were prepared by OUSD.

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

<u>Two Hundred Fifty Thousand Dol.</u>	Dollars	<u>\$250,000.<sup>00</sup></u>
<i>Base Bid Amount</i>		
<u>Twenty-five Thousand</u>	Dollars	<u>\$25,000.00</u>
<i>Contingency Allowance</i>		
<u>Two Hundred Seventy Five Thousand</u>	Dollars	<u>\$275,000.<sup>00</sup></u>
<i>Total Bid Amount</i>		
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -1

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: ER Plumbing & Constr.  
 Project: Skyline Sewer Line  
 Project #: PR19016  
 Estimate: 275,000.00

Bid Opening Date: 6/9/21  
 Time: 2pm  
 Project Mgr: John Howell  
 Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
<b>PRIME Company:</b> ER Plumbing & Constr. Address: 2346 E 20th St. City/State: OAKLAND, CA 94601 Phone: 510-388-0567	\$275,000.00	100%	100%		7796
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: Twenty-five Thousand dollars (\$25,000.00)

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

2346 E. 20<sup>th</sup> ST. OAKLAND, CA. 94601

Our Public Liability and Property Damage Insurance is placed with:

Allied World Insurance Co.

Our Workers' Compensation Insurance is placed with:

Berkshire Hathaway (Guard)

(SR526394) 2

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -2

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

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

Addendum No. 1 Date 5/26/21 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

{SR526394}3

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -3</b>

Print or Type Name: DAVID BALL  
Title: Pres. / Owner  
Signature: David Ball  
Name of Company as Licensed in California: ER Plumbing & Constr.  
Business Address: 2346 E. 20th St. OAKLAND, CA. 94601  
Telephone Number: 510-388-0567  
California Contractor License No.: 1000384  
Class and Expiration Date: A, C-42  
Public Works Contractor Registration No.: 1000043364  
State of Incorporation, if Applicable: CA.

{SR526394}4

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -4</b>



**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of KEREX ENGINEERING INC. ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd. Oakland, California, 94619** (the "Contract"), Project No. PR19016

The Contract Documents were prepared by OUSD.

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

<u>TWO HUNDRED SEVENTY FIVE THOUSAND</u>	Dollars	\$ <u>275,000<sup>00</sup></u>
<b>Base Bid Amount</b>		
<u>Twenty-five Thousand</u>	Dollars	<u>\$25,000.00</u>
<b>Contingency Allowance</b>		
<u>THREE HUNDRED THOUSAND.</u>	Dollars	\$ <u>300,000</u>
<b>Total Bid Amount</b>		
<b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i></b>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School	DOCUMENT 00 31 01 -1
Sewer Line Replacement	
Project No. PR19016	
May 12, 2021	

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME:

Project:

Project #:

Estimate:

Bid Opening Date:

Time:

Project Mgr:

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.
<b>PRIME Company:</b> KEREX Engineering Address: PO Box 23831 City/State: PLEASANT HILL, CA Phone: (347) 613-5788	\$ 172,500				
<b>Company:</b> COOPER CONSTRUCTION Address: 240 JENKINS RD City/State: OAKLAND, CA Phone: 510-415-3654	\$ 42,500	15%	15%	15%	2017002503
<b>Company:</b> COOPER CONSTRUCTION Address: 240 JENKINS RD City/State: OAKLAND, CA Phone: 510-415-3654	\$ 25,000	9%	9%	9%	2017002503
<b>Company:</b> ALL CITY TRUCKING Address: City/State: OAKLAND, CA Phone: 510-461-8287	\$ 35,000	12%	12%		7113
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$ 275,000	36%	36%	24%	

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

# **LOCAL BUSINESS PARTICIPATION WORKSHEET (TRUCKING) FOR BIDS ONLY**

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Date:  
Time:  
Project Mgr:  
Architect:

Trucking Base Bid	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
<b>TRUCKING</b>					
Address:	\$				
City/State:					
Phone:					
<b>Company:</b> <i>All City Trucking</i>					
Address:	\$ <i>20,000.00</i>				
City/State: <i>OAKLAND, CA</i>					<i>7113.</i>
Phone: <i>510-461-8287</i>					
<b>Company:</b>					
Address:	\$				
City/State:					
Phone:					
<b>Company:</b>					
Address:	\$				
City/State:					
Phone:					
<b>TOTAL PARTICIPATION</b>	<b>\$0.00</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

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

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:  
[Po Box 23831 Pleasant Hill, CA. 94523](#)

Our Public Liability and Property Damage Insurance is placed with:  
[Associated Industries Insurance Co Inc](#)

Our Workers' Compensation Insurance is placed with:  
[State Fund](#)

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<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -2</b>

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

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

May 26, 2021

Addendum No. <u>1</u>	Date <u>May 26, 2021</u>	Addendum No. <u>      </u>	Date <u>      </u>
Addendum No. <u>      </u>	Date <u>      </u>	Addendum No. <u>      </u>	Date <u>      </u>
Addendum No. <u>      </u>	Date <u>      </u>	Addendum No. <u>      </u>	Date <u>      </u>

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.


Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

{SR526394}3

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -3</b>

Print or Type Name: Patrick Madden  
Title: President  
Signature:   
Name of Company as Licensed in California: Kerex Engineering, Inc.  
Business Address: 4941 Pacheco Blvd. Martinez, CA. 94553  
Telephone Number: 925.387.8913  
California Contractor License No.: 1002913  
Class and Expiration Date: Class A Exp Date: 11/30/2021  
Public Works Contractor Registration No.: 1000033698  
State of Incorporation, if Applicable: California

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<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -4</b>



**BID FORM**  
**DOCUMENT 00 31 01**

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

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

Dear Board Members:

The undersigned, doing business under the firm name of Gruendl Inc. DBA Ray's Electric ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Skyline High School Sewer Line Replacement Project, 12250 Skyline Blvd. Oakland, California, 94619** (the "Contract"), Project No. PR19016

The Contract Documents were prepared by OUSD.

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

<u>Three Hundred Forty Four Thousand</u>	<i>Dollars</i>	<u>\$ 344,000.00</u>
<b><i>Base Bid Amount</i></b>		
 <u>Twenty-five Thousand</u>	 <i>Dollars</i>	 <u>\$25,000.00</u>
<b><i>Contingency Allowance</i></b>		
 <u>Three Hundred Sixty Nine Thousand</u>	 <i>Dollars</i>	 <u>\$ 369,000.00</u>
<b><i>Total Bid Amount</i></b>		
 <b><i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i></b>		

OAKLAND UNIFIED SCHOOL DISTRICT	BID FORM
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	DOCUMENT 00 31 01 -1

# **LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: Ray's Electric  
 Project: Skyline High School Sewer Line Replacement  
 Project #: PR19016  
 Estimate: \$369,000.00

Bid Opening Date: 06/9/2021  
 Time: 2pm  
 Project Mgr: John Howell  
 Architect:

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

Base Bid Dollar Amount	\$ 344,000.00	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Ray's Electric Address: 411 Pendleton Way Suite B City/State: Oakland, CA 94621 Phone: 510-577-7700	\$ 172,946.08		46.87%		4281
Company: Mosto Construction Address: 3073 22nd Avenue City/State: Oakland, CA 94602 Phone: 510-534-3152	\$ 157,000.00		43.73%		4280
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted with bid at the time of bid opening



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

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**

**Miscellaneous:**

The low bid shall be determined as described in the Notice to Bidders.

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

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

The undersigned declares that Bidder has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

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

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

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

{SR526394}2

OAKLAND UNIFIED SCHOOL DISTRICT	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -2</b>

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

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

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

Addendum No. 1 Date 5/26 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

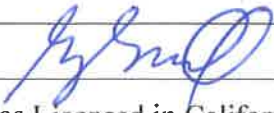
Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

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

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

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OAKLAND UNIFIED SCHOOL DISTRICT	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -3</b>

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

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

(SR526394) 4

OAKLAND UNIFIED SCHOOL DISTRICT	<b>BID FORM</b>
Skyline High School Sewer Line Replacement Project No. PR19016 May 12, 2021	<b>DOCUMENT 00 31 01 -4</b>

Executed in duplicate (2) originals

**PAYMENT BOND**  
**DOCUMENT 00 61 01**  
**(Labor and Material)**

Bond Number: 14L000110

Premium: Included in Performance portion

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Mark Lee and Yong Kay Inc. dba Bay Construction Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

**the ("Contract") Skyline High School Sewer Line Replacement Project, at 12250 Skyline Blvd., Oakland, California**

**which consists of excavate and expose 6-inch sewer piping to repair damaged and negative grade from the cleanout in front of the Teen Health Center to the Cleanout on the left side of the Farnsworth Theater to the cleanout at building #40. Excavate 6-inch sewer piping to install two-way connections with new cleanout access. Replace damaged 6-inch clay piping with 6-inch SDR-17 piping. Excavate to install new cleanouts and reconnect branch sewer lateral connections to newly installed 6-inch main sewer pipe. Backfill and compact all trenches, replace concrete and asphalt affected by sewer pipe replacement. Clean and discard all construction related debris from job site. Provide temporary safety fencing to protect work site. Scope should include line exploration.**

which said agreement dated **August 26, 2021**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

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

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in

OAKLAND UNIFIED SCHOOL DISTRICT  
Skyline High School  
Sewer Line Replacement  
Project No. PR19016  
May 9, 2021

the sum of TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS NO/100 (\$266,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 18th day of June, 2021.

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


Mark Lee and Yong Kay Inc. dba Bay Construction Co.

Principal



The Ohio Casualty Insurance Company

Surety

By:   
Anthony F. Angelicola, Attorney-in-Fact

The above bond is accepted and approved this 18th day of June 2021.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205232-969091**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Terrence T. Casey

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2021.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

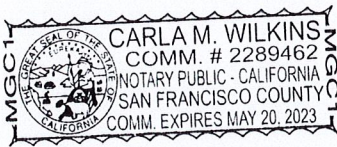
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Francisco }

On 6/18/2021, before me, Carla M. Wilkins, Notary Public,  
personally appeared Anthony F. Angelicola

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 State of California that the foregoing  
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Carla M. Wilkins  
SIGNATURE OF NOTARY PUBLIC

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 this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



**PERFORMANCE BOND**  
**DOCUMENT 00 61 00**

Bond Number: 14L000110

Mark Lee and Yong Kay Inc.

**KNOW ALL MEN BY THESE PRESENTS** that we, dba Bay Construction Co., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of **TWO HUNDRED SIXTY-SIX THOUSAND DOLLARS NO/100 (\$266,000.00)** for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **August 26, 2021**, for construction of

**the Skyline High School Sewer Line Replacement Project, located at 12250 Skyline Blvd, Oakland, California**

*Contractor will provide Excavate and expose 6-inch sewer piping to repair damaged and negative grade from the cleanout in front of the Teen Health Center to the Cleanout on the left side of the Farnsworth Theater to the cleanout at building #40. Excavate 6-inch sewer piping to install two-way connections with new cleanout access. Replace damaged 6-inch clay piping with 6-inch SDR-17 piping. Excavate to install new cleanouts and reconnect branch sewer lateral connections to newly installed 6-inch main sewer pipe. Backfill and compact all trenches, replace concrete and asphalt affected by sewer pipe replacement. Clean and discard all construction related debris from job site. Provide temporary safety fencing to protect work site. Scope should include line exploration.*

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
PERFORMANCE BOND <sup>1</sup>

Skyline High School  
Sewer Line Replacement  
PROJECT NO. PR19016  
May 9, 2021

DOCUMENT 00 61 00

change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 18th day of June, 20 21, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)



\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
Mark Lee and Yong Kay Inc. dba Bay Construction Co.

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
4026 Martin Luther King Jr. Way, Oakland, CA 94609

\_\_\_\_\_  
(Business Address)


(Affix Corporate Seal)

\_\_\_\_\_  
The Ohio Casualty Insurance Company

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
1340 Treat Blvd., #400, Walnut Creek, CA 94597

\_\_\_\_\_  
(Business Address)

By: 

Anthony F. Angelicola, Attorney-in-Fact

The rate of premium on this bond is <sup>\$20.00 for 1st \$100,000</sup> \$15.00 thereafter per thousand.

The total amount of premium charged is \$4,490.00.

The above must be filled in by Corporate Surety.



**Liberty  
Mutual.**  
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205232-969091**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony F. Angelicola; Terrence T. Casey

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2021.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 6/18/2021, before me, Carla M. Wilkins, Notary Public,  
personally appeared Anthony F. Angelicola

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 State of California that the foregoing  
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Carla M. Wilkins  
SIGNATURE OF NOTARY PUBLIC

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 this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



MARKLEE-02

CDAHINO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

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).

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road Suite A Rancho Cordova, CA 95742	<b>CONTACT NAME:</b> Hea San Sin <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> hsin@inszoneins.com														
<b>INSURED</b>  Mark Lee and Yong Kay, Inc. DBA Bay Construction Co. 4026 Martin Luther King Jr Way Oakland, CA 94609	<table border="1"> <thead> <tr> <th data-bbox="836 464 1425 495">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1425 464 1560 495">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="836 495 1425 527"><b>INSURER A:</b> Houston Specialty Insurance Company</td> <td data-bbox="1425 495 1560 527"></td> </tr> <tr> <td data-bbox="836 527 1425 558"><b>INSURER B:</b> California Automobile Insurance Co</td> <td data-bbox="1425 527 1560 558">38342</td> </tr> <tr> <td data-bbox="836 558 1425 590"><b>INSURER C:</b> Starstone Specialty Insurance Co.</td> <td data-bbox="1425 558 1560 590">44776</td> </tr> <tr> <td data-bbox="836 590 1425 621"><b>INSURER D:</b> State Compensation Ins Fund</td> <td data-bbox="1425 590 1560 621">35076</td> </tr> <tr> <td data-bbox="836 621 1425 653"><b>INSURER E:</b> Axis Insurance Company</td> <td data-bbox="1425 621 1560 653">37273</td> </tr> <tr> <td data-bbox="836 653 1425 674"><b>INSURER F:</b></td> <td data-bbox="1425 653 1560 674"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Houston Specialty Insurance Company		<b>INSURER B:</b> California Automobile Insurance Co	38342	<b>INSURER C:</b> Starstone Specialty Insurance Co.	44776	<b>INSURER D:</b> State Compensation Ins Fund	35076	<b>INSURER E:</b> Axis Insurance Company	37273	<b>INSURER F:</b>	
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<b>INSURER F:</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	TEN-25983	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	BA040000049322	11/3/2020	11/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	88721A200ALI	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	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 N/A	X 9073528-2020	10/1/2020	10/1/2021	<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
E	Pollution Liability		EMP20002285-01	8/1/2020	8/1/2021	Aggregate/Occurrence \$ 1,000,000
E	Pollution Liability		EMP20002285-01	8/1/2020	8/1/2021	Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Oakland Unified School District, its governing board, officers, agents, trustees, employees and others are included as Additional Insured in regards to General Liability and Commercial Auto as per written contract. Per project aggregate applies. Excess Follows General Liability. Waiver of Subrogation applies to General Liability, Commercial Auto and Workers Compensation. Should the above described policy be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

RE: Project No. 15105 - Frick Middle School Intensive Support Site Asphalt Repairs Project

## 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 
---	--

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<b>Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".</b>	<b>ALL</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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 for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or "occurrence".	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



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

**TEN0099 01 14**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT WITH CAP**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**SCHEDULE**

**Designated Construction Projects**

ALL PROJECTS WHERE REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS OR "OCCURRENCE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** For all sums which the insured becomes legally obligated to pay damages caused by "occurrences" under **COVERAGE A (SECTION 1)**, which can be attributed only to ongoing operations at a single designated construction project shown in the schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

However, the most we will pay under the Designated Construction Project General Aggregate Limit for all projects combined is **\$5,000,000**

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products- completed operations hazards", regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **COVERAGE A** for damage shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

## COMMERCIAL GENERAL LIABILITY

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. Any payments made under **COVERAGE A** for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable: and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Limits of Insurance (SECTION III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions and exclusions under the policy apply to this endorsement and remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Only such Person or Organization where required in a written contract with the Named Insured under this policy, entered into prior to the loss or "occurrence".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

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

## **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

# BUSINESS AUTO COVERAGE FORM

## **I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## **II. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## **III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## **IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## **V. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If hired "autos" are covered "autos" for Liability Coverage in this policy and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. 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.



**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
  - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

REP 31  
9073528-20  
RENEWAL  
NF  
2-25-17-30  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2020 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

BAY CONSTRUCTION CO  
4026 MARTIN LUTHER KING JR WAY  
OAKLAND, CA 94609

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

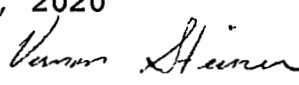
<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 30, 2020

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Skyline High School Sewer Line Replacement Project	<b>Site</b>	219
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	Bay Construction Company.	<b>Agency's Contact</b>	Yong Kay				
<b>OUSD Vendor ID #</b>	000642	<b>Title</b>	President				
<b>Street Address</b>	4026 Martin Luther King Jr., Way	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94609
<b>Telephone</b>	510-658-7225	<b>Policy Expires</b>					
<b>Contractor History</b>	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				
<b>OUSD Project #</b>	PR19016						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	8-26-2021	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	10-24-2021
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$266,000.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
05021/9014	Fund 40	140-0502-0-9014-5800-6200-306-9180-0000-9999-99999	6273	\$266,000.00

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.				
1.	<b>Division Head</b> Director, Building and Grounds	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
	<b>Signature</b>	<b>Date Approved</b>	6/24/21	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b> Lozano Smith, as to form only	<b>Date Approved</b>	6-24-21	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6/24/21	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		