

Board Office Use: Legislative File Info.	
File ID Number	24-0913
Introduction Date	5-8-2024
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer, Facilities Planning and Management;  
Kenya Chatman, Executive Director of Facilities

**Board Meeting Date** May 8, 2024

**Subject** Change Order No. 3 Agreement Between Owner and Contractor – Bay Construction, Inc. – East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 3 by and between the **District** and **Bay Construction, Inc.**, Oakland, CA, for additional construction services which includes PCO 20. Addition of a new elevator power shunt trip function to the fire alarm system for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$24,646.43**, increasing the contract price from **\$1,273,979.95 to \$1,298,626.38**, pursuant to the Change Order.

**Discussion** This Change Order is for the East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project for additional construction services which includes PCO 20 to be approved for the additional change.

**LBP (Local Business Participation Percentage)** 37.0%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 3 by and between the District and Bay Construction, Inc., Oakland, CA, for additional construction services which includes PCO 20. Addition of a new elevator power shunt trip function to the fire alarm system for the East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project, in the amount of \$24,646.43, increasing the contract price from \$1,273,979.95 to \$1,298,626.38, pursuant to the Change Order.

**Fiscal Impact** Fund 25 Capital Facilities Fund

**Attachments**

- Change Order No. 3, and Other Documents
- Routing Form
- File ID 23-1525; 22-2523 & 22-1175

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/535-2728

## CHANGE ORDER

Owner: Oakland Unified School District  
Project: Fire and Intrusion Alarm  
School: East Oakland Pride  
Contractor: Bay Construction

Change Order No.: 03

Date: March 8, 2024

DSA File No.: 1-29  
DSA Application No.: 01-117427  
OUSD Project #: 15110  
Project Manager: William Newby

**IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.**

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

Includes PCO 20 – Changes per CCD 02 – **Addition of new elevator power shunt trip function to the fire alarm system.**

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER:

\$24646.43 SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$1153000
Prior Change Orders:	+ \$120979.95
Total Contract Price Prior to this Change Order	= \$1273979.95
This Change Order's Adjustment:	+ \$24646.43
Adjusted Contract Price (include all special and contingency allowances):	= \$1298626.38
Current Change Order's Percentage of Original Contract Price:	10.5%
Total Change Orders' Percentage of Original Contract Price:	12.6%

{SR840743}  
Revised 8/13/23

15110 Project  
Change Order No. 03  
Page 1 of 3

## OAKLAND UNIFIED SCHOOL DISTRICT

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

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the approval of Owner's governing body. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

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

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

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

# OAKLAND UNIFIED SCHOOL DISTRICT

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<p><b>Approved:</b> <b>Architect of Record</b></p> <p>Jasun Boles <u>Print Name:</u></p> <p> <u>Signature:</u></p> <p>03/14/2024 <u>Date:</u></p> <p><b>Approved as to Form:</b>  <u>OSD Facilities Counsel</u></p> <p>Date: 4/12/24</p>	<p><b>Approved and Agreed:</b> <b>General Contractor</b></p> <p>Juan Gonzalez <u>Print Name:</u></p> <p> <u>Signature:</u></p> <p>3-11-24 <u>Date:</u></p>	<p><b>Approved and Agreed:</b>  <u>Executive Director, Facilities</u></p> <p>3.21.2024. <u>Date:</u></p> <p> <u>Chief Systems &amp; Services Officer, Facilities</u></p> <p>3.21.24 <u>Date:</u></p>
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# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER OR ALLOWANCE EXPENDITURE REQUEST (or Proposed Change Order) No. 20

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: East Oakland Pride Elementary.

**DATE:** 3/8/24

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** BAY CONSTRUCTION  
4026 Martin Luther King Jr Way  
Oakland CA, 94609

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-117427  
**OUSD PROJECT #:** 15110  
**PROJECT MANAGER:** William Newby

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

**PCO 20 - Changes per CCD 02 - Addition of new elevator power shunt trip function to the fire alarm system.**

OTHER PROPOSED CHANGES TO THE CONTRACT:

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PROPOSED ADJUSTMENT TO CONTRACT PRICE: \$24646.43

PROPOSED ADJUSTMENT TO CONTRACT TIME: \_\_\_\_\_ calendar days

REASON FOR REQUEST (check one or more):

- Unforeseen Conditions
- Direction by Government Agency
- Owner Requested
- Design Omission
- Design Error
- Other: \_\_\_\_\_

# OAKLAND UNIFIED SCHOOL DISTRICT

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## CERTIFICATION

I, Juan Gonzalez [name of declarant/contractor], declare the following:

**Bay Construction Inc.** has contracted with **Oakland Unified School District** for the **East Oakland Pride Elementary School Fire & Intrusion Alarm Replacement Project** Contract. **Bay Construction Inc.** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract such COR being dated **March 8, 2024** and entitled **PCO 20**, and requesting **\$24,646.43** and I prepared the attached COR. I am the most knowledgeable person at **Bay Construction Inc.** regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Bay Construction Inc.**

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Bay Construction Inc.**

While preparing this declaration and COR I consulted with others including attorneys, consultants, or others who work for **Bay Construction Inc.** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **March 8, 2024** in **Oakland, California**.

Juan Gonzalez [signature]  
Juan Gonzalez, Bay Construction [name of declarant]





### Approved as to Form:

James Traber  
OUSD Facilities Counsel

4/12/24  
Date

# OAKLAND UNIFIED SCHOOL DISTRICT

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

<p><b>Approved:</b> Architect of Record</p> <p> _____ <b>Date:</b> 03/14/2024</p>	<p><b>Approved and Agreed:</b> General Contractor</p> <p> _____ <b>Date:</b> 3-14-24</p>	<p><b>Approved and Agreed:</b></p> <p> _____ <b>Chief of Facilities</b></p> <p><b>Date:</b> 3.21.24</p> <p> _____ <b>Executive Director of Facilities</b></p> <p><b>Date:</b> 3.21.2024.</p>
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OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM  
PROJ # 15110  
PCO#20.1 CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER

To: W. NEWBY/PM  
From: Emil Vinuya, PE/Chief Cost Estimator  
Date: 4-Mar-24

General Comments:

1 GENERAL CONTRACTOR: BAY CONSTRUCTION

No work performed by GC.

2 FIRST TIER SUBCONTRACTOR: DDC

Revised/adjusted price based on District initial comments appears reasonable.

3 2nd TIER SUBCONTRACTOR: JOHNSON CONTROLS

JCI cost proposals appears reasonable to include pre-test & final test.

4 GENERAL CONTRACTOR'S COST PROPOSALS \$ 24,646.43

ESTIMATED CONSTRUCTION COST FOR PCO#20.1 \$ 24,646.43

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM Oakland, CA	Project Number:	15110
		Date:	4-Mar-24

Decription : **PCO#20.1**  
**CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER**

Reference Drawing: Cost Proposal dated 12/14/2023  
GEN. CONTRACTOR: BAY CONSTRUCTION

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ -	\$ -		\$ -
4				
5				
6				
7	\$ -	+ \$ -	+ \$ -	= \$ -
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....		10.25% ..... of Total Material:	\$ -
11	Rental Sales Tax.....		10.25% ..... of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	\$ -
14				
15	General Contractor OH, B&IP, &P:		10.00% * Total Cost	\$ -
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			<b>Subtotal - Line 13 thru 19:</b>	\$ -
19				
20			<b>Subcontractor's Cost - DDC</b>	\$ 23,101.65
21			<b>TOTAL - Subcontractor's Cost</b>	\$ 23,101.65
22				
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ 1,155.08
24			<b>SUBTOTAL</b>	\$ 24,256.74
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:		1.50%	\$ 363.85
27			<b>SUBTOTAL</b>	\$ 24,620.59
28				
29	<b>TOTAL PROBABLE CONSTRUCTION COST - BAY CONSTRUCTION</b>			<b>\$ 24,646.43</b>

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM Oakland, CA	Project Number:	15110
		Date:	4-Mar-24

Decription : **PCO#20.1**  
**CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER**

Reference Drawing: Cost Proposal dated 12/14/2023  
SUBCONTRACTOR: DDC

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 6,087.600	\$ 4,746.60	\$ -		\$ 10,834.20
4					
5					
6					
7	\$ 6,087.60	+ \$ 4,746.60	+ \$ -		= \$ 10,834.20
8					
9	<b>Expenses:</b>				
10	Material Sales Tax.....		10.25% .....	of Total Material:	\$ 486.53
11	Rental Sales Tax.....		10.25% .....	of Total Rental:	Incl.
12					
13				Subtotal - Line 7 thru 12:	\$ 11,320.73
14					
15		General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 1,083.42
16		*(Overhead, Bond & Insurance Premiums & Profit)			
17					
18				Subtotal - Line 13 thru 19:	\$ 12,403.86
19					
20				Subcontractor's Cost - JOHNSON CONTROLS	\$ 10,188.38
21					
22		General Contractor OH&P on Sub Cost:	5.00% *		\$ 509.42
23				SUBTOTAL	\$ 10,697.80
24		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
25		Subcontractor Bond & ins.:	0.00%		\$ -
26				SUBTOTAL	\$ 10,697.80
27					
28				<b>TOTAL PROBABLE CONSTRUCTION COST - DDC</b>	<b>\$ 23,101.65</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: _____	
No.	PCO#20.1					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>JOHNSON CONTROLS</b>									
<b>Project Description:</b>		<b>CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER</b>									
1	<b>SCOPE OF WORK:</b>										
2	Provide cover for beam detector										
3											
4	<b>MATERIALS:</b>										
5	Breaker with Shunt Strip, 125A, 600V 3P	1.00	EA	6.50	6.50			\$ 4,160.00	\$ 4,160.00		
6	Breaker, 120V 20A	1.00	EA	3.00	3.00			\$ 357.50	\$ 357.50		
7	Conduit, EMT 3/4"	80.00	LF	0.062	4.96			\$ 1.40	\$ 112.00		
8	Coupling, EMT, 3/4"	8.00	EA	0.060	0.48			\$ 0.74	\$ 5.92		
9	Connector, Ins. Throat EMT 3/4"	20.00	EA	0.120	2.40			\$ 0.91	\$ 18.20		
10	Square Box, 4 "x 2-1/8" deep	6.00	EA	0.500	3.00			\$ 2.08	\$ 12.48		
11	Cable, Type M 18/2 FLPR	50.00	EA	0.015	0.75			\$ 0.17	\$ 8.50		
12	Wiring, THHN #12 Black	360.00	LF	0.008	2.88	16		\$ 0.20	\$ 72.00		
	Fire alarm devices, Install only	6.00	EA	1.13	6.78			\$ -	\$ -		
13	Testing, Pre & final	1.00	LS	8.000	8.00	8					
14					38.75						
15											
16	<b>LABOR:</b>										
17	Electrician/JM	1.00	EA	40.00	40.00	\$ 152.19	\$ 6,087.60				
18											
19											
20											
21											
22											
23	<b>EQUIPMENT:</b>										
24	Not used	0.00	EA	0.00					\$ -	\$ -	
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35	<b>SHEET TOTALS</b>			<b>40.00</b>	<b>\$ 152.19</b>	<b>\$6,087.60</b>	<b>\$ 4,746.60</b>		<b>\$ -</b>	<b>\$ -</b>	

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM Oakland, CA	Project Number:	15110
		Date:	4-Mar-24

Decription :      **PCO#20.1**  
**CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER**

Reference Drawing:      Cost Proposal dated 09/21/2023  
 2ND TIER SUBSUBCONTRACTOR:      JOHNSON CONTROLS, INC.

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ 9,184.000	\$ 911.00			\$ 10,095.00
4					
5					
6					
7	\$ 9,184.00	+ \$ 911.00	+ \$ -		= \$ 10,095.00
8	<b>Expenses:</b>				
9					
10	Material Sales Tax.....		10.25% .....	of Total Material:	\$ 93.38
11	Rental Sales Tax.....		10.25% .....	of Total Rental:	Incl.
12					
13	Subtotal - Line 7 thru 12:				\$ 10,188.38
14					
15	General Contractor OH, B&IP, &P:      10.00% *      Total Cost				Included
16	*(Overhead, Bond & Insurance Premiums & Profit)				
17					
18	Subtotal - Line 13 thru 19:				\$ 10,188.38
19					
20	Subcontractor's Cost - None				\$ -
21	TOTAL - Subcontractor's Cost				\$ -
22					
23	General Contractor OH&P on Sub Cost:      5.00% *				\$ -
24	SUBTOTAL				\$ 10,188.38
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....				\$ -
26	Subcontractor Bond & ins.:      0.00%				\$ -
27	SUBTOTAL				\$ 10,188.38
28					
29	TOTAL PROBABLE CONSTRUCTION COST - JCI				\$ 10,188.38



## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: #REF!	
No.	PCO#20.1					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>2ND TIER SUBSUBCONTRACTOR:</b>		<b>JOHNSON CONTROLS</b>									
<b>Project Description:</b>		<b>CCD-02 ADD CAPABILITY TO SHUT OFF ELEVATOR POWER</b>									
1	<b>SCOPE OF WORK:</b>										
2	Added Scope per CCD-2.										
3											
4	<b>MATERIALS:</b>										
5	Heat detector	1.00	EA	0.00	0.00		\$ 76.00	\$ 76.00			
6	Base	1.00	EA	0.00	0.00		\$ 165.00	\$ 165.00			
7	IAM Relay module	2.00	EA	0.00	0.00		\$ 195.00	\$ 390.00			
8	Relay Module	1.00	EA	0.00	0.00		\$ 100.00	\$ 100.00			
9	Control Relay, MR-101	2.00	EA	0.00	0.00		\$ 90.00	\$ 180.00			
10	Programming	1.00	EA	1.00	16.00		\$ -	\$ -			
11	Coordination	1.00	EA	4.00	4.00		\$ -	\$ -			
12	Design	1.00	EA	4.00	4.00		\$ -	\$ -			
13	Pre test/Final	1.00	EA	8.00	8.00						
14					32.00						
15											
16	<b>LABOR:</b>										
17	Programmig	1.00	EA	16.00	16.00	\$ 301.00	\$ 4,816.00				
18	Pre-test/Final test	1.00	EA	8.00	8.00	\$ 301.00	\$ 2,408.00				
19	Coordination/Comm Labor	1.00	EA	4.00	4.00	\$ 195.00	\$ 780.00				
20	Designer	1.00	EA	4.00	4.00	\$ 295.00	\$ 1,180.00				
21					32.00						
22											
23											
24	<b>EQUIPMENT:</b>										
25	Not required	0.00	EA	0.00					\$ -	\$ -	
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36	<b>SHEET TOTALS</b>				<b>64.00</b>	<b>\$ 143.50</b>	<b>\$9,184.00</b>	<b>\$ 911.00</b>		<b>\$ -</b>	

**Summary:**

Total Project \$ 1,505,961.22

<i>Vendors:</i>	<i>Committed Amount</i>	<i>Paid as of 3/21/2024</i>	<i>Remaining Contract Balance</i>
Bay Construction	\$ 1,273,979.95	\$ 1,118,086.12	\$ 155,893.83
Daily Journal	\$ 3,970.98	\$ 3,970.98	\$ -
East Bay Blue Print	\$ 276.19	\$ 276.19	\$ -
Elite Security Services	\$ 11,760.00	\$ 5,040.00	\$ 6,720.00
Jensen Hughes	\$ 88,690.00	\$ 63,980.00	\$ 24,710.00
Johnson Controls	\$ 7,920.00	\$ -	\$ 7,920.00
King Construction Inspection	\$ 80,811.20	\$ 69,411.20	\$ 11,400.00
Small Business Journal	\$ 702.00	\$ 702.00	\$ -
Star Elevator	\$ 6,884.00	\$ -	\$ 6,884.00
Overtime Salaries	\$ 385.12	\$ 385.12	\$ -
<b>Total amount as of 3/21/2024</b>	<b>\$ 1,475,379.44</b>	<b>\$ 1,261,851.61</b>	<b>\$ 213,527.83</b>
<b>Total Remaining Project Balance as of 3/21/2024</b>	<b>\$ 30,581.78</b>		

## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project	<b>Site</b>	107
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### Basic Directions

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

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

<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>	15110						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	2-13-2023
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$24,646.43
<b>Other Expenses</b>		<b>Requisition Number</b>	


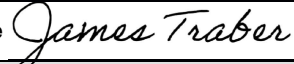
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9021/9653	Fund 25	250-9021-0-9653-8500-6271-107-9180-9900-9999-15110	6271	\$24,646.43

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Apr 12, 2024		
	<small>Keya Rahman (Apr 12, 2024 08:32 PDT)</small>				
2.	<b>General Counsel - Facilities OUSD</b>				
	<b>Signature</b> 	<b>Date Approved</b>	4/12/24		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Apr 12, 2024		
	<small>Preston Thomas (Apr 12, 2024 13:16 PDT)</small>				
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>			



Board Office Use: Legislative File Info.	
File ID Number	23-1525
Introduction Date	8/9/2023
Enactment Number	23-1452
Enactment Date	8/9/2023 er



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lis Grant-Dawson, Chief Business Officer, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** August 9, 2023

**Subject** Change Order No. 2 Agreement Between Owner and Contractor – Bay Construction Company – East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Change Order No 2 by and between the **District and Bay Construction, Inc.**, Oakland, California, credit for PCO No. 7 Deleted Heat Detectors per CCD #1 and the cost is to be deducted from the contract amount for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, as a deductive change in the amount of **\$17,402.81**, thus reducing the contract price from **\$1,291,382.76** to **\$1,273,979.95**, pursuant the Change Order.

**Discussion** This Change Order is a deductive change for PCO No. 7 Deleted Heat Detectors per CCD #1

**LBP** (Local Business Participation Percentage) 100.00%

**Recommendation** Approval by the Board of Education of Change Order No 2 by and between the **District and Bay Construction, Inc.**, Oakland, California, credit for PCO No. 7 Deleted Heat Detectors per CCD #1 and the cost is to be deducted from the contract amount for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, as a deductive change in the amount of **\$17,402.81**, thus reducing the contract price from **\$1,291,382.76** to **\$1,273,979.95**, pursuant the Change Order.

**Fiscal Impact** Fund 21 Building Fund, Measure B

**Attachments**

- Change Order No. 2, and Other Documents
- Routing Form
- File ID 22-2523

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER NO.   2

### Design-Bid-Build Contract

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: East Oakland Pride Elementary.

**DATE:** 5/16/23

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** BAY CONSTRUCTION  
4026 Martin Luther King Jr Way  
Oakland CA, 94609

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-117427  
**OUSD PROJECT #:** 15110  
**PROJECT MANAGER:** William Newby

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

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

**PCO No. 7 – Credit for Deleted Heat Detectors per CCD #1**

OTHER AGREED CHANGES TO THE CONTRACT: \_\_\_\_\_

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: **-\$17,402.81**

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER:   0   calendar days

#### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$1,153,000
Total of Prior Change Orders' Adjustments:	+ \$138,382.76
Total Contract Price Prior to this Change Order:	= \$1,291,382.76
This Change Order's Adjustment:	= \$17,402.81
New Contract Price (including all allowances):	= \$1,273,979.95

Current Change Order's Percentage of Original Contract Price:	1.5%
Total Change Orders' Percentage of Original Contract Price:	10.5%

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

# OAKLAND UNIFIED SCHOOL DISTRICT

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

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

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

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

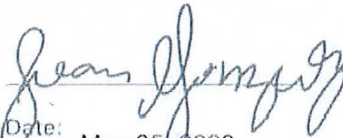
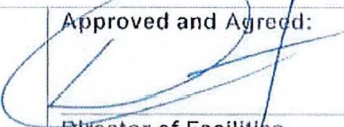
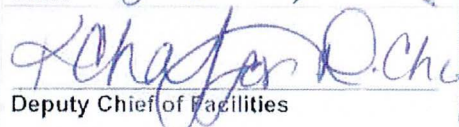
This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.


Approved as to Form:

  
OUSD Facilities Counsel

6/14/23

Date

<p>Approved: Architect of Record</p> <p>Jasun Boles</p> <p>Date: May 23, 2023</p>	<p>Approved and Agreed: General Contractor</p> <p> Date: May 25, 2023</p>	<p>Approved and Agreed:</p> <p> Director of Facilities</p> <p>Date: 5.30.23</p> <p> Deputy Chief of Facilities</p> <p>Date: 5-30-23</p>
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8/10/2023  
Mike Hutchinson, President, Board of Education

  
8/10/2023  
Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER REQUEST (or Proposed Change Order) No. 4

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: East Oakland Pride Elementary.

**DATE:** 5/16/23

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** BAY CONSTRUCTION  
4026 Martin Luther King Jr Way  
Oakland CA, 94609

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-117427  
**OUSD PROJECT #:** 15110  
**PROJECT MANAGER:** William Newby

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

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents):

*PCO No. 7 – Credit for Deleted Heat Detectors Per CCD #1*

OTHER PROPOSED CHANGES TO THE CONTRACT:

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PROPOSED ADJUSTMENT TO CONTRACT PRICE: -\$17,402.81

PROPOSED ADJUSTMENT TO CONTRACT TIME: 0 calendar days

\*\*\*\*\*



# OAKLAND UNIFIED SCHOOL DISTRICT

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

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## CERTIFICATION

I, Juan Gonzalez [name of declarant/contractor], declare the following:

**Bay Construction Inc.** has contracted with **Oakland Unified School District** for the **East Oakland Pride Elementary School Fire & Intrusion Alarm Replacement Project** Contract. **Bay Construction Inc.** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract such COR being dated **May 16, 2023** and entitled **PCO 7**, and requesting **-\$17,402.81** and I prepared the attached COR. I am the most knowledgeable person at **Bay Construction Inc.** regarding this COR.

The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Bay Construction Inc.**

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Bay Construction Inc.**

While preparing this declaration and COR I consulted with others including attorneys, consultants, or others who work for **Bay Construction Inc.** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **May 16, 2023** in **Oakland, California**.

Juan Gonzalez [signature]  
[name of declarant/contractor]

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## AUTHORIZED SIGNATURES:

Jasun Boles

Digitally signed by Jasun Boles  
DN: cn=Jasun Boles, o=Oakland Unified School District  
Reason: I am the issuer and integrity of this document.  
Date: 2023.05.23 10:43:43 AM

May 23, 2023

*Initiated by: Architect of Record*

DATE



5/24/2023

*Reviewed By: Project Manager*

DATE



5-25-23

*Acknowledged By: General Contractor:*

DATE



5.30.23

*OUSD Approval: Director of Facilities:*

DATE



5-30-23

*OUSD Approval: Deputy Chief, Facilities:*

DATE

OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM  
PROJ # 15110  
PCO#07 CREDIT FOR DELETED HEAT DETECTORS PER CCD#1

To: W. NEWBY/PM  
From: Emil Vinuya, PE/Chief Cost Estimator  
Date: 7-Apr-23

General Comments:

1 GENERAL CONTRACTOR: BAY CONSTRUCTION

No work performed by GC

2 SUBCONTRACTOR: DIGITAL DESIGN COMMUNICATIONS

JCI's Credit is -\$9212.13 as indicated in JCI's proposal not -\$7850 used by DDC.

3 SUB-SUBCONTRACTOR: JOHNSON CONTROLS

Cost proposals appears reasonable

4 GENERAL CONTRACTOR's COST PROPOSALS \$ (15,963.84)

ESTIMATED CONSTRUCTION COST FOR PCO#07 (CREDIT) \$ (17,402.81)

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM**  
**Oakland, CA**

Project Number: 15110  
 Date: 7-Apr-23

Description: **PCO#07**  
**CREDIT FOR DELETED HEAT DETECTORS PER CCD#1**

Reference Drawing: **Cost Proposal dated 01/24/2023**  
 GEN. CONTRACTOR: **BAY CONSTRUCTION**

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	\$ -	\$ -			\$ -
4					
5					
6					
7	\$ -	+ \$ -	+ \$ -		= \$ -
8	<b>Expenses:</b>				
9	Material Sales Tax..... 10.25% ..... of Total Material: \$ -				
10	Rental Sales Tax..... 10.25% ..... of Total Rental: Incl.				
11					
12	<b>Subtotal - Line 7 thru 12: \$ -</b>				
13					
14	General Contractor OH, B&IP, &P: 10.00% * Total Cost \$ -				
15	*(Overhead, Bond & Insurance Premiums & Profit)				
16					
17	<b>Subtotal - Line 13 thru 19: \$ -</b>				
18					
19					
20	<b>Subcontractor's Cost - DDC \$ (17,402.81)</b>				
21	<b>TOTAL - Subcontractor's Cost \$ (17,402.81)</b>				
22					
23	General Contractor OH&P on Sub Cost: 5.00% * \$ -				
24	<b>SUBTOTAL \$ (17,402.81)</b>				
25	Misc Expenses: Travel, Lodging, Food, Rental, etc. \$ -				
26	Subcontractor Bond & ins.: 0.00% \$ -				
27	<b>SUBTOTAL \$ (17,402.81)</b>				
28					
29	<b>TOTAL PROBABLE CONSTRUCTION COST - BAY CONSTRUCTION \$ (17,402.81)</b>				

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM**  
**Oakland, CA**

Project Number: 15110  
 Date: 7-Apr-23

Decription : **PCO#07**  
**CREDIT FOR DELETED HEAT DETECTORS PER CCD#1**  
**DELETED ELECTRICAL PORTION**

Reference Drawing: **Cost Proposal dated 01/24/2023**  
 SUBCONTRACTOR: **DIGITAL DESIGN COMMUNICATION**

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$(6,088.270)	\$ (851.76)		\$ (6,088.27)
4				
5				
6				
7	\$ (6,088.27)	+ \$ (851.76)	+ \$ -	= \$ (6,940.03)
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....		10.25% ..... of Total Material:	\$ (87.31)
11	Rental Sales Tax.....		10.25% ..... of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ (7,027.34)</b>
14				
15	General Contractor OH, B&IP, &P:		10.00% * Total Cost	\$ (702.73)
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ (7,730.07)</b>
19				
20			<b>Subcontractor's Cost - JOHNSON CONTROLS</b>	<b>\$ (9,212.13)</b>
21			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ (9,212.13)</b>
22				
23	General Contractor OH&P on Sub Cost:		5.00% *	\$ (460.61)
24			<b>SUBTOTAL</b>	<b>\$ (17,402.81)</b>
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
26	Subcontractor Bond & ins.:		1.50%	\$ -
27			<b>SUBTOTAL</b>	<b>\$ (17,402.81)</b>
28				
29	<b>TOTAL PROBABLE CONSTRUCTION COST - DIGITAL DESIGN COMMUNICATIONS</b>			<b>\$ (17,402.81)</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: #REF!	
No.	PCO#07	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST			
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN BCONTRACTOR:</b>		<b>DIGITAL DESIGN COMMUNICATION</b>									
Project Description:		CREDIT FOR DELETED HEAT DETECTORS PER CCD#1									
1	<b>SCOPE OF WORK:</b>										
2	Electrical Works										
3											
4	<b>MATERIALS:</b>										
5	Conduit, 3/4" EMT	-510.00	LF	0.00	0.00	\$ -	\$ -	\$ 1.20	\$ (612.00)		
6	Connector, 3/4" Ins	-108.00	EA					\$ 0.52	\$ (56.16)		
7	Square Box, 4" Sq	-51.00	EA					\$ 2.20	\$ (112.20)		
8	Cable, 18/2 FPLR IDNET Signal	-510.00	LF					\$ 0.14	\$ (71.40)		
9											
10											
11											
12	<b>LABOR:</b>										
13	Electrician/JM	-1.00	EA	57.00	-57.00	\$ 127.07	\$ (7,242.99)				
14	Electrician/JM	1.00	EA	8.00	8.00	\$ 144.34	\$ 1,154.72				
15											
16											
17											
18											
19											
20											
21											
22											
23	<b>EQUIPMENT:</b>										
24	Included Under Labor Rates	0.00	EA	0.00						\$ -	
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35	<b>SHEET TOTALS</b>				-49.00	124.25	-6088.27	\$	(851.76)	\$	

## COST ESTIMATE SUMMARY

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	15110
	EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM	Date:	7-Apr-23
	Oakland, CA		

Decription : **PCO#07**  
**CREDIT FOR DELETED HEAT DETECTORS PER CCD#1**  
**DELETED FA DEVICES**

Reference Drawing: Cost Proposal dated 01/24/2023  
 SUB-SUBCONTRACTOR: JOHNSON CONTROLS

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 1,132.000	\$ (10,344.85)			\$ (9,212.85)
4				
5				
6				
7 \$ 1,132.00	+ \$ (10,344.85)	+ \$ -		= \$ (9,212.85)
8				
9	Expenses:			
10	Material Sales Tax.....	10.25% ... .. of Total Material:		Incl.
11	Rental Sales Tax.....	10.25% ..... of Total Rental:		Incl.
12				
13		Subtotal - Line 7 thru 12:	\$	(9,212.85)
14				
15	General Contractor OH, B&IP, &P:	10.00% * Total Cost		Incl.
16		*(Overhead, Bond & Insurance Premiums & Profit)		
17				
18		Subtotal - Line 13 thru 19:	\$	(9,212.85)
19				
20		Subcontractor's Cost - None	\$	-
21		TOTAL - Subcontractor's Cost	\$	-
22				
23	General Contractor OH&P on Sub Cost:	5.00% *	\$	-
24			SUBTOTAL	\$ (9,212.85)
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....		\$	-
26	Subcontractor Bond & ins.:	0.00%	\$	-
27			SUBTOTAL	\$ (9,212.85)
28				
29	<b>TOTAL PROBABLE CONSTRUCTION COST - JOHNSON CONTROLS, INC.</b>			<b>\$ (9,212.85)</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM										
										Date: #REF!
No.	PCO#07	LABOR COST					MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost
<b>SUB-SUBCONTRACTOR:</b>		<b>JOHNSON CONTROLS</b>								
<b>Project Description:</b>		<b>CREDIT FOR DELETED HEAT DETECTORS PER CCD#1</b>								
1	<b>SCOPE OF WORK:</b>									
2	Electrical Works									
3										
4	<b>MATERIALS:</b>									
5	<b>Deleted:</b>									
6	Heat Detector	-57.00	EA			\$ -	\$ -	\$ 76.00	\$ (4,332.00)	
7	Bases for Heat Detector	-57.00	EA					\$ 165.00	\$ (9,405.00)	
8	Sales Tax	10.25%						\$ (13,737)	\$ (1,408.04)	
9	Restocking Fee	25%						\$ 13,737	\$ 3,434.25	
10										\$ (11,710.79)
11	<b>Added</b>									
12	Heat Detector	1.00	EA			\$ -	\$ -	\$ 76.00	\$ 76.00	
13	Bases for Heat Detector	1.00	EA			\$ -	\$ -	\$ 165.00	\$ 165.00	
14	Smoke Detector	2.00	EA			\$ -	\$ -	\$ 131.00	\$ 262.00	
	Bases for Smoke Detector	2.00	EA					\$ 165.00	\$ 330.00	
	CO Base	1.00	EA					\$ 405.95	\$ 405.95	
14	Sales Tax	10.25%						\$ 1,239	\$ 126.99	
15										\$ 1,365.94
11										
12										
13	<b>LABOR:</b>									
14	Communication/JM	-1.00	EA	12.00	-12.00	\$ 301.00	\$ (3,612.00)			
15	Communication/JM	1.00	EA	4.00	4.00	\$ 301.00	\$ 1,204.00			
16	Design	1.00	EA	12.00	12.00	\$ 295.00	\$ 3,540.00			
17										
18										
19										
20										
21										
22										
23										
24	<b>EQUIPMENT:</b>									
25	Not Used	0.00	EA	0.00						\$ -
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36	<b>SHEET TOTALS</b>				4.00	\$ 283.00	\$1,132.00	\$ (10,344.85)		\$ -



East Oakland Pride  
OUSD  
955 High Street  
Oakland, CA 94601

Job No. 15111

24-Jan-23

PCO No.

Change order No. 7  
Credit for items deleted  
Delete 57 heats above ceiling per CCD 01

Summary:

Contractor:

Bay Construction Company

Change Order Summary

Worked performed by subcontractor (total Page 3)  
Work performed by Bay Construction (total Page 2)

\$ 15,963.84  
\$

Proposal Total

\$ 15,963.84

Bay Construction \_\_\_\_\_ Date \_\_\_\_\_

Submitted by:

Juan Gonzalez, Project Manager

Subcontractor Cost Breakdown

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Labor</u>	<u>Material</u>	<u>Equipment</u>	<u>U/S Costs</u>
<u>DDC and JCI Credit</u>							<u>\$ 15,963.84</u>
<hr/>							
<u>Total</u>				\$	\$	\$	\$ 15,963.84
Labor			\$				
Employer's burden		0%	\$				
Allowable Mark-up		6%	\$				
<u>Subtotal 1</u>				\$			
Material			\$				
Sales tax		0.0%	\$				
<u>Allowable Mark-up</u>		0%	\$				
<u>Subtotal 2</u>				\$			
Equipment			\$				
Delivery Costs		0%	\$				
Tax		8.5%	\$				
<u>Allowable Mark-up</u>		15%	\$				
<u>Subtotal 3</u>				\$			
U/S Costs			\$ 15,963.84				
<u>Allowable Mark-up</u>		0%	\$				
<u>Subtotal 4</u>				\$			<u>\$ 15,963.84</u>
<u>Grand Total (this page)</u>				\$			<u>\$ 15,963.84</u>

SHEET S1 OF S2

**CONTRACTOR:** Digital Design Communications  
**PROJECT NAME:** East Oakland Pride Elementary School Fire & Intrusion Alarm  
**OUSD PROJECT NUMBER:** 15110  
**DDC C.O. NUMBER:** CO# 08 **DATE:** 1/16/2023  
**PROJECT DESCRIPTION:** CCD-01 Delete 57 heats above ceiling, add one heat in the restroom portable plumbing chase, add two smokes in the beam pockets in the cafeteria and replace a smoke base for a CO base.

SUMMARY OF TOTAL COSTS			
1. TOTAL LABOR COSTS	\$	(6,088.27)	
2. Markup, Ten percent (10%) of Line 1	\$	(608.83)	
3. Sum of Lines 1 & 2			\$ (6,697.10)
4. TOTAL MATERIAL COSTS	\$	(851.76)	
5. Markup, Ten percent (10%) of Line 4	\$	(85.18)	
6. Sum of Lines 4 & 5			\$ (936.94)
7. Tax, 10.25% of Line 4			\$ (87.31)
8. TOTAL EQUIPMENT RENTAL COSTS			
9. Markup, Ten percent (10%) of Line 8	\$	-	
10. Sum of Lines 8 & 9			\$ -
11. TOTAL OF LOWER TIER SUBCONTRACTED COST 1/10/23	\$	(7,850.00)	
12. Markup, Five percent (5%) of line 11	\$	(392.50)	
13. Sum of Lines 11 & 12			\$ (8,242.50)
SUBTOTAL OF DIRECT COSTS & MARKUP			\$ (15,963.84)
COST OF BONDS			
TOTAL CHANGE ORDER			\$ (15,963.84)

**SHEET S2 OF S2**

**CONTRACTOR:** Digital Design Communications

**PROJECT NAME:** East Oakland Pride Elementary School Fire & Intrusion Alarm

**OUSD PROJECT NUMBER:** 15110

**DDC C.O. NUMBER:** CO# 08 **DATE:** 1/16/2023

**PROJECT DESCRIPTION:** CCD-01 Delete 57 heats above ceiling, add one heat in the restroom portable plumbing chase, add two smokes in the beam pockets in the cafeteria and replace a smoke base for a CO base.

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
LABOR COSTS	Journeyman	-57	\$ 127.07	\$ (7,242.99)
LABOR COSTS	Journeyman	8	\$ 144.34	\$ 1,154.72
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ (6,088.27)

MATERIALS				
DESCRIPTION	QTY.	UNIT COST	EXTD COST	
3/4" EMT conduit, 10 ft stick	-51	\$ 12.00	\$	(612.00)
3/4" EMT connector screw nut, insulated throat	-108	\$ 0.52	\$	(56.16)
4square box	-51	\$ 2.20	\$	(112.20)
18/2 FPLR cable for IDNET signal ft.	-510	\$ 0.14	\$	(71.40)
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 4 of Sheet S1				\$ (851.76)
SALES TAX ON MATERIAL (10.25%) - Line 7 of Sheet S1				\$ (87.31)
TOTAL MATERIAL COSTS				\$ (939.07)

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 8 of Sheet S1)				\$ -



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project	<b>Site</b>	107
<b>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>			
<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>Telephone</b>	510-658-7225	<b>Zip</b>	94609		
<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>	15110				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5/26/22	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	2/13/2023
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	(\$17,402.81)
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9599/9653	Fund 21, Measure B	210-9566-0-9653-8500-6271-107-9180-9901-9999-15110	627	(\$17,402.81)

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/15/23		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/14/23		
3.	<b>Chief Business Officer, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/16/23		
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>			



the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of this population. This paper discusses the need for a new approach to the care of older people, and the need for a new model of care.

The current model of care for older people is based on a medical model of care, which focuses on the diagnosis and treatment of disease. This model of care is based on a view of the individual as a passive recipient of care, and is based on a view of the individual as a patient.

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Board Office Use: Legislative File Info.	
File ID Number	22-2523
Introduction Date	11/30/2022
Enactment Number	22-2066
Enactment Date	11-30-2022 CJH



## Memo

**To** Board of Education

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

**Board Meeting Date** November 30, 2022

**Subject** Change Order No. 1 Agreement Between Owner and Contractor – Bay Construction Company – East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Resolution No 2223-0155 and Change Order No 1, by and between the **District** and **Bay Construction, Inc.**, Oakland, California, for extra work which includes Asbestos Removal of Work and differential time work. The Change Order will provide funds to hire an abatement contractor to perform specialized services in mitigating hazardous materials exposure to the school grounds. The General Contractor will also need to complete work during the second shift (3:00 pm to 12:00 am) due to school being in session, for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$138,382.76**, increasing the contract price from **\$1,153,000.00** to **\$1,291,382.76** and extending the completion deadline to **February 13, 2023**, (an additional 174 days), pursuant the Change Order.

**Discussion** This Change Order is for East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project for extra work which includes Asbestos Removal of Work and differential time work. Competitive bidding was not required due to the absence of any advantage in doing so. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 635-647.) Resolution No. 2223-0155 authorizing use of the Graydon exception to public bidding is before the Board for consideration and approval.

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor of Change Order No. 1 by and between the **District** and **Bay Construction, Inc.**, Oakland, California, for extra work which includes Asbestos Removal of Work and differential time work. The Change Order will provide funds to hire an abatement contractor to perform specialized services in mitigating hazardous materials exposure to the school grounds. The General Contractor will also need to complete work during the second shift (3:00 pm to 12:00 am) due to school being in session, for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$138,382.76**, increasing the contract price from **\$1,153,000.00** to **\$1,291,382.76** and extending the completion deadline to **February 13, 2023** (an additional 174 days), pursuant the Change Order.

**Fiscal Impact**

Fund 21 Building Fund, Measure B

**Attachments**

- Resolution No. 2223-0155
- Change Order No. 1, and Other Documents
- Routing Form
- File ID 22-1175



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

**RESOLUTION NO. 2223-0155**

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**DECLARING THE FUTILITY OF PUBLIC BIDDING FOR THE ADDITIONAL ASBESTOS  
WORK AT EAST OAKLAND PRIDE ELEMENTARY SCHOOL AND APPROVING CHANGE  
ORDER NO. 1 FOR THAT WORK, AS SPECIFIED**

---

**WHEREAS**, the Oakland Unified School District (“District”) and Mark Lee & Yong Kay, Inc., doing business as Bay Construction Company (“Contractor”) entered into a contract for Contractor to install and replace fire alarm detectors at East Oakland Pride Elementary School (“Project”);

**WHEREAS**, the District used competitive bidding for the Project under Public Contract Code section 22032 and Contractor was the lowest responsive, responsible bidder for the Project and was awarded a contract for the Project for One Million One Hundred Fifty-Three Thousand and NO/100 Dollars (\$1,153,000.00) (“Contract Price”);

**WHEREAS**, the District would like to issue a change order for additional work on the Project (“Additional Work”);

**WHEREAS**, Contractor has provided a quote for the Additional Work and is able to complete the Additional Work for One Hundred Thirty-Eight Thousand Three Hundred Eighty-Two and 76/100 Dollars (\$138,382.76), which exceeds the limit for change orders that are not competitively bid, as established by Public Contract Code section 20118.4;

**WHEREAS**, the District’s architect (Jensen Hughes), project manager (William Newby), and District staff believe that the Contractor’s quoted price to perform the Additional Work is reasonable;

**WHEREAS**, going out to bid for the Additional Work would result in substantial delay to the Project, the Additional Work, and other public works projects at East Oakland Pride Elementary School, resulting in significantly increased costs for the District;

**WHEREAS**, the Additional Work for the Project must be provided by the Contractor to ensure continuity of quality and appearance of the work;

**WHEREAS**, hiring a contractor other than the Contractor to perform the Additional Work would result in waste, inefficiency, delay, and potentially void the warranty on the Contractor’s work, which would increase the expense of the District because the Contractor is familiar with

the District's needs, is acquainted with the Project, and has assembled its staff and crew to continue the Project;

**WHEREAS**, bringing in a new contractor to perform the Additional Work, which is related and similar to the work being performed by Contractor for the Project, would create coordination and interference problems with the Contractor, which would increase the District's expense;

**WHEREAS**, if the District were to bid the Additional Work, the prices of those bids would likely be higher than the price of Contractor's quote for the Additional Work because Contractor is familiar with the District's needs and is acquainted with the District's site and is already mobilized;

**WHEREAS**, California law provides that "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

**WHEREAS**, competitively bidding the Additional Work will not affect the final result to the District except to further delay completion of the Project and increase the cost of the Project, which would not produce an advantage to the District;

**NOW THEREFORE**, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the Additional Work would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Additional Work.
4. Accordingly, District's governing body hereby approves Change Order No. 1 with the Contractor to perform the Additional Work, which Change Order No. 1 is attached hereto, without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the Board of Education of the Oakland Unified School District at a regularly scheduled meeting on the 30th day of November 2022, by the following vote:

**AYES:** Aimee Eng, VanCedric Williams, Mike Hutchinson, Kyra Mungia, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAIN: None

ABSENT: Student Director Natalie Gallegos Chavez, Student Director Linh Le, Clifford Thompson

*S.S. O. Ye*

12-1-2022

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President, Board of Education

Attest:

*J. J. Hancock*

12-1-2022

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Secretary, Board of Education

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER NO.   1

Design-Bid-Build Contract

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: East Oakland Pride Elementary.

**DATE:** 10/25/22

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** BAY CONSTRUCTION  
4026 Martin Luther King Jr Way  
Oakland CA, 94609

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-117427  
**OUSD PROJECT #:** 15110  
**PROJECT MANAGER:** William Newby

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

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

**PCO No. 1 – Asbestos Removal of Work & Differential Time Work**

**OTHER AGREED CHANGES TO THE CONTRACT:** \_\_\_\_\_

**AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$138,382.76**

**AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER:   174   calendar days**

### SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allowances and any general contingency allowance):	\$1,153,000
Total of Prior Change Orders' Adjustments:	+ \$0
Total Contract Price Prior to this Change Order:	= \$1,153,000
This Change Order's Adjustment:	+ \$138,382.76
New Contract Price (including all allowances):	= \$1,291,382.76

Current Change Order's Percentage of Original Contract Price:	12%
Total Change Orders' Percentage of Original Contract Price:	12%

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

# OAKLAND UNIFIED SCHOOL DISTRICT

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

**SUMMARY OF ADJUSTMENT TO CONTRACT TIME FOR COMPLETION:**

Original Contract Time:	90 Calendar Days
Time extensions granted in prior change orders:	+0 Calendar Days
Time extensions granted in this change order:	+174 Calendar Days =
Adjusted Contract Time:	+264 Calendar Days
Start date per Notice to Proceed:	May 26, 2022
Completion Deadline Based on Adjusted Contract Time:	February 13, 2023

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

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

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

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

<p><b>Approved as to Form:</b></p> <p>_____ Date: 11/2/22</p>	<p>_____ Gary Yee, President Board of Education      Date: _____</p>
<p>_____ OUSD Facilities Counsel</p>	<p>_____ Date: _____</p> <p>_____ Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education      Date: _____</p>

Approved:  
Architect of Record

Date: 25-OCT-2022

Approved and Agreed:  
General Contractor

Date: 10/25/22

Approved and Agreed:

Director of Facilities

Date: 10/25/22

Deputy Chief of Facilities

Date: 10/25/22

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER REQUEST (or Proposed Change Order)

No.   1  

**PROJECT:** Project: Fire and Intrusion Alarm Replacement  
School: East Oakland Pride Elementary.

**DATE:** 10/25/22

**OWNER:** OAKLAND UNIFIED SCHOOL DISTRICT  
**CONTRACTOR:** BAY CONSTRUCTION  
4026 Martin Luther King Jr Way  
Oakland CA, 94609

**DSA FILE NO.:** 1-29  
**DSA APP NO.:** 01-117427  
**OUSD PROJECT #:** 15110  
**PROJECT MANAGER:** William Newby

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

**DESCRIPTION OF PROPOSED CHANGES IN WORK** (specifically refer to attached pages or incorporated documents):

Costs associated with Abatement Subcontractor work and monitoring included in Cal Inc and ACC Proposals  
Costs associated with Digital Design night shift in rates provided

**OTHER PROPOSED CHANGES TO THE CONTRACT:**

**PROPOSED ADJUSTMENT TO CONTRACT PRICE:** 138,382.76

**PROPOSED ADJUSTMENT TO CONTRACT TIME:** 90 calendar days

\*\*\*\*\*

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## CERTIFICATION

I, YONG KIM [name of declarant/contractor], declare the following:

**Bay Construction Inc.** has contracted with **Oakland Unified School District** for the **East Oakland Pride Elementary School Fire & Intrusion Alarm Replacement Project Contract**. **Bay Construction Inc.** authorized me to prepare the attached Change Order Request ("COR") for money and/or time extension for **Oakland Unified School District** regarding this Contract (such COR being dated **October 25<sup>th</sup>, 2022** and entitled **PCO 1**, and requesting **\$138,382.76** and I prepared the attached COR. I am the most knowledgeable person at **Bay Construction Inc.** regarding this COR.


The attached COR complies with all laws applicable to submission of a COR, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or **Bay Construction Inc.**

The attached COR does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that **Oakland Unified School District** is responsible under its Contract with **Bay Construction Inc.**

While preparing this declaration and COR I consulted with others (including attorneys, consultants, or others who work for **Bay Construction Inc.** when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR on that basis; and that unless Contractor properly and timely files the COR with the certification, Contractor cannot further pursue the COR in any forum and all rights to additional money or time for the issues covered by the COR are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **October 25<sup>th</sup>, 2022** in **Oakland, California**.

  
\_\_\_\_\_  
[signature]  
\_\_\_\_\_  
[name of declarant/contractor]  
Bay Const

# OAKLAND UNIFIED SCHOOL DISTRICT

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

## AUTHORIZED SIGNATURES:

  
Initiated by: Architect of Record

25-OCT-2022

DATE

  
Reviewed By: Project Manager

DATE

  
Acknowledged By: General Contractor:

DATE

  
OUSD Approval: Director of Facilities:

DATE

  
OUSD Approval: Deputy Chief, Facilities:

DATE



OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM  
PROJ # 15110

PCO#1 ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK

To: W. NEWBY/PM  
From: Emil Vinuya, PE/Chief Cost Estimator  
Date: 25-Oct-22

General Comments:

1 GENERAL CONTRACTOR: BAY CONSTRUCTION

Per Contract, General Contractor's bond & insurance premium should be only 1.5%. Bay Construction rate is equivalent to 4.34% (\$ 5,640)

2 SUBCONTRACTOR: CAL INC. ( DRILL HOLES & HAZ MAT)

CAL INC. cost appears reasonable for the drill holes/hazmat.

CAL Inc. cost for demo conduits & wires is an allowance of \$16, 000 based on daily rate of \$1938 for 2-man asbestos crew.

3 SUBCONTRACTOR: DDC

DDC shift differential rates are per approved agreed shift differential rates.

4 GENERAL CONTRACTOR's COST PROPOSALS

\$ 204,854.22

ESTIMATED CONSTRUCTION COST FOR PCO#1

\$ 138,382.76

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: 15110  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM** Date: 25-Oct-22  
**Oakland, CA**

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**

Reference Drawing: Cost Proposal dated 8/10/2022  
 GEN. CONTRACTOR: BAY CONSTRUCTION

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -			\$ -
4				
5				
6				
7 \$ -	+ \$ -	+ \$ -		= \$ -
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ -</b>
14				
15	General Contractor OH, B&IP, &P:	15.00% *	Total Cost	\$ -
16		*(Overhead, Bond & Insurance Premiums & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ -</b>
19				
20			Subcontractor's Cost - CAL, INC. #1 (Drilling Penetrations)	\$ 19,775.00
21			Subcontractor's Cost - CAL, INC. #2 (Dump Box)	\$ 1,800.00
21			Subcontractor's Cost - CAL#3 ( Demo exiting conduit/wires)	\$ 16,000.00
21			Subcontractor's Cost - ACC#1 (Testing reports)	\$ 5,150.00
22			Subcontractor's Cost - ACC#2 (Monitoring & final reports)	\$ 16,280.00
22			Subcontractor's Cost - DDC #1 ( training class & clearance)	\$ 11,471.49
23			Subcontractor's Cost - DDC#2 (Differential Work)	<b>\$ 66,875.38</b>
23			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ 137,351.87</b>
24				
25	General Contractor OH&P on Sub Cost:	5.00% *		\$ 6,867.59
26			<b>SUBTOTAL</b>	<b>\$ 144,219.47</b>
27	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
28	Subcontractor Bond & ins.:	1.50%		\$ 2,163.29
29			<b>SUBTOTAL</b>	<b>\$ 146,382.76</b>
30			Credit for Bay's Construction Own Work	<b>\$ (8,000.00)</b>
31			<b>TOTAL PROBABLE CONSTRUCTION COST - BAY CONSTRUCTION</b>	<b>\$ 138,382.76</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/25/2022	
No.	PCO#1					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>GEN. CONTRACTOR</b>		<b>BAY CONSTRUCTION</b>									
Project Description:		ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK									
1	SCOPE OF WORK:										
2	Supervision	0.00	Days	0.00	0.00	\$ -	\$ -				
3											
4	MATERIALS:										
5	Not Used	0.00		0.00	0.00	\$ -	\$ -	\$ -	\$ -		
6											
7											
8	LABOR:										
9	Supervision Work	1.00	LS	0.00	0.00	\$7 000.00	\$ -	Included under 5% OH&P			
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Included Under Labor Rates	0.00	EA	0.00					\$ -	\$ -	
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	SHEET TOTALS				0.00	#DIV/0!	\$0.00	\$ -		\$ -	

# COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS**  
**Oakland, CA**

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**Making Holes on the Wall**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
**SUBCONTRACTOR: CAL INC.**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 17,921.86	\$ -	\$ -		\$ 17,921.86
4	\$ -	\$ -		\$ -
5	\$ -	\$ -		\$ -
6				
7 \$ 17,921.86	+ \$ -	+ \$ -		= \$ 17,921.86
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 17,921.86</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 1,792.19
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 19,775.00</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
28				
29			<b>TOTAL PROBABLE CONSTRUCTION COST -CAL #1</b>	<b>\$ 19,775.00</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/25/2022	
No.	PCO#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost		
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>Making Holes on the Wall</b>									
1	<b>SCOPE OF WORK:</b>										
2	Making Hall on the Wall	9.00	Days	1.00	9.00	\$ 100.00	\$ 900				
3											
4	<b>MATERIALS:</b>										
5	Included Under Labor Rates	0.00		0.00	0.00	\$ -	\$ -	\$ -	\$ -		
6											
7											
8	<b>LABOR:</b>										
9	Asbestor Worker/JM	2.00	EA	76.50	153.00	\$ 117.14	\$ 17,922				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	<b>EQUIPMENT:</b>										
20	Included Under Labor Rates	0.00	EA	0.00						\$ -	\$ -
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$17,921.86		\$ -		\$ -

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS**  
 Oakland, CA

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**Additional Haz Mat Dump Fees**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
 SUBCONTRACTOR: **CAL INC.**

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ -	\$ -	\$ -	\$ -
4		\$ 1,800	\$ -	\$ 1,800.00
5		\$ -	\$ -	\$ -
6				
7	\$ -	+ \$ 1,800.00	+ \$ -	= \$ 1,800.00
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....		10.25% ..... of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% ..... of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 1,800.00</b>
14				
15	General Contractor OH, B&IP, &P:		10.00% * Total Cost	Incl.
16			*(Overhead, Bond & Insurance Premiums & Profit)	
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 1,800.00</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:		5.00% *	\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....		\$	\$ -
27	Subcontractor Bond & ins.:		\$	\$ -
28				
29			<b>TOTAL PROBABLE CONSTRUCTION COST -CAL #2</b>	<b>\$ 1,800.00</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/25/2022	
No.	PCO#1					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>Additional Haz Mat Dump Fees</b>									
1	<b>SCOPE OF WORK:</b>										
2	Additional Dump	1.00	EA	0.00	0.00	\$ -	\$ -				
3											
4	<b>MATERIALS:</b>										
5	Additional Dump Fees	1.00		0.00	0.00	\$ -	\$ 1	\$ 1,800.00	\$ 1,800.00		
6											
7											
8	<b>LABOR:</b>										
9	Asbestor Worker/JM	0.00	EA	0.00	0.00	\$ -	\$ -				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	<b>EQUIPMENT:</b>										
20	Included Under Labor Rates	0.00	EA	0.00						\$ - \$ -	
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$0.00		\$ 1,800.00	\$ -	



## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS**  
 Oakland, CA

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**DEMO EXISTING CONDUIT & WIRES**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
 SUBCONTRACTOR: **CAL INC.**

	Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1	SHEET 1 of 2			
2	SHEET 2 of 2			
3	\$ 12,784.20	\$ 1,761.00	\$ -	\$ 12,784.20
4			\$ -	
5		\$ -	\$ -	\$ -
6				
7	\$ 12,784.20	+ \$ 1,761.00	+ \$ -	= \$ 14,545.20
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....		10.25% ..... of Total Material:	Incl.
11	Rental Sales Tax.....		10.25% ..... of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 14,545.20</b>
14				
15	General Contractor OH, B&IP, &P:		10.00% * Total Cost	\$ 1,454.52
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 15,999.72</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:		5.00% *	\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
25				
26			<b>TOTAL PROBABLE CONSTRUCTION COST -CAL #2</b>	<b>\$ 16,000</b>



## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
										Date: 10/25/2022	
No.	PCO#1					LABOR COST		MATERIAL COST			
		No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>DEMO EXISTING CONDUIT &amp; WIRES</b>									
1	<b>SCOPE OF WORK:</b>										
2	Additional Dump	1.00	EA	0.00	0.00	\$ -	\$ -				
3											
4	<b>MATERIALS:</b>										
5	Disposal	1.00	LS	0.00	0.00	\$ -	\$ -	\$ 1,761.00	\$ 1,761.00		
6											
7											
8	<b>LABOR:</b>										
9	Asbestor Worker/JM	2.00	EA	116.22	232.44	\$ 110.00	\$ 12,784				
10											
11											
12											
13											
14											
15											
16											
17											
18											
19	<b>EQUIPMENT:</b>										
20	Included Under Labor Rates	0.00	EA	0.00						\$ - \$ -	
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$12,784.20	\$ 1,761.00		\$ -	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS**  
 Oakland, CA

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**TESTING REPORT**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
 SUBCONTRACTOR: **ACC Environmental Consultants**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ -	\$ -	\$ -		\$ -
4	\$ 5,150	\$ -		\$ 5,150.00
5	\$ -	\$ -		\$ -
6				
7 \$ -	+ \$ 5,150.00	+ \$ -		= \$ 5,150.00
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 5,150.00</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	Included
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 5,150.00</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
25				
26			<b>TOTAL PROBABLE CONSTRUCTION COST -ACC#1</b>	<b>\$ 5,150.00</b>

## Detailed Estimate

EAST OAKLAND PROF SCHOOL FIRE ALARM & INTRUSION ALARM											
No.	PCO#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost		
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>TESTING REPORT</b>									
1	<b>SCOPE OF WORK:</b>										
2	ACC Environmental Consultants			0.00	0.00	\$ 100.00	\$ -				
3											
4	<b>MATERIALS:</b>										
5	Limited Asbestos & Lead Survey & Report	1.00	LS	0.00	0.00	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00		
6	PLM (Asb. Bulk)	65.00	EA	0.00	0.00	\$ -	\$ -	\$ 22.00	\$ 1,430.00		
7	Lead Bulk Sample	22.00	EA	0.00	0.00	\$ -	\$ -	\$ 10.00	\$ 220.00		
8											
9											
10											
11											
12	<b>LABOR:</b>										
13	See above	0.00	EA	0.00	0.00	\$ -	\$ -				
14											
15											
16											
17											
18											
19											
20	<b>EQUIPMENT:</b>										
21	See above	0.00	EA	0.00						\$ - \$ -	
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$0.00	\$ 5,150.00		\$ -	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM**  
**Oakland, CA**

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**MONITORING AND FINAL REPORT**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
 SUBCONTRACTOR: **ACC Environmental Consultants**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 14,880.000	\$ -	\$ -		\$ 14,880.00
4	\$ 1,400	\$ -		\$ 1,400.00
5	\$ -	\$ -		\$ -
6				
7 \$ 14,880.00	+ \$ 1,400.00	+ \$ -		= \$ 16,280.00
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material: \$	-
11	Rental Sales Tax.....	10.25% .....	of Total Rental: Incl.	
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 16,280.00</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	Included
16	*(Overhead, Bond & Insurance Premiums & Profit)			
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 16,280.00</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
28				
29			<b>TOTAL PROBABLE CONSTRUCTION COST -ACC#2</b>	<b>\$ 16,280.00</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
No.	PCO#1	No. of Units	Per	M.H. Per Unit	LABOR COST			MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost		
<b>SUBCONTRACTOR:</b>		<b>CAL INC.</b>									
<b>Project Description:</b>		<b>MONITORING AND FINAL REPORT</b>									
1	<b>SCOPE OF WORK:</b>										
2	ACC Environmental Consultants			0.00	0.00	\$ 100.00	\$ -				
3											
4	<b>MATERIALS:</b>										
5	Abatement Oversight ( 8 hour shift)	10.00	EA	8.00	80.00	162 1/2	\$ 13,000				
6	Sr. PM, Tech Oversight	1.00	EA	10.00	10.00	\$ 188.00	\$ 1,880				
7	Lead Bulk Sample (24 hours)	10.00	EA	0.00	0.00	\$ -	\$ -	\$ 25.00	\$ 250.00		
8	PCM Sample - 24 Hour	20.00	EA					\$ 20.00	\$ 400.00		
9	Final Report	1.00	EA					\$ 750.00	\$ 750.00		
10											
11											
12	<b>LABOR:</b>										
13	See above	0.00	EA	0.00	0.00	\$ -	\$ -				
14											
15											
16											
17											
18											
19											
20	<b>EQUIPMENT:</b>										
21	See above	0.00	EA	0.00						\$ -	\$ -
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$14,880.00	\$ 1,400.00		\$ -	

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number:  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS** Date: 25-Oct-22  
**Oakland, CA**

Decription : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**TRAINING CLASS & CLEARANCE**

Reference Drawing: Cost Proposal dated 8/10/2022  
SUBCONTRACTOR: ACC

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost	TOTAL
1 SHEET 1 of 2			
2 SHEET 2 of 2			
3 \$ 4,320.38	\$ 3,600.00	\$ 2,508.25	\$ 10,428.63
4		\$ -	\$ -
5		\$ -	\$ -
6			
7 \$ 4,320.38	+ \$ 3,600.00	+ \$ 2,508.25	= \$ 10,428.63
8			
9	<b>Expenses:</b>		
10	Material Sales Tax.....	10.25% ..... of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% ..... of Total Rental:	Incl.
12			
13		<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 10,428.63</b>
14			
15	General Contractor OH, B&IP, &P:	10.00% * Total Cost	\$ 1,042.86
16	*(Overhead, Bond & Insurance Premiums & Profit)		
17			
18		<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 11,471.49</b>
19			
20		<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21			
22		<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23			
24	General Contractor OH&P on Sub Cost:	5.00% *	\$ -
25			
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....		\$ -
27	Subcontractor Bond & ins.:		\$ -
25			
26		<b>TOTAL PROBABLE CONSTRUCTION COST -DDC #1</b>	<b>\$ 11,471.49</b>

## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM											
											Date: 10/25/2022
No.	PCO#1	No. of Units	Per	M.H. Per Unit	M. H. Total	LABOR COST		MATERIAL COST		EQUIPMENT COST	
						Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>SUBCONTRACTOR:</b>		<b>ACC</b>									
Project Description:		TRAINING CLASS & CLEARANCE									
1	<b>SCOPE OF WORK:</b>										
2	Training Class & Clearance										
3	Ceritication for Asbestos Class 3										
4	Credit for Original Penetrations										
5	Additional Pay for Trades attending classes										
6											
7	Training Class & Clearance	1.00	LS					\$ 3,600.00	\$ 3,600.00		
8	Certification ( 16 Hrs training)										
9	Electrician/JM	4.00	EA	16.00	64.00	\$ 127.07	\$ 8,132.48				
10											
11											
12	<b>EQUIPMENT:</b>										
13	HEPA EQUIPMENT	1.00	LS	0.00						\$ 2,508.25	\$ 2,508
14											
15	Credit for Anticipated PENETRATIONS										
16	Electrician/JM	1.00	EA	-30.00	-30.00	\$ 127.07	(3,812.10)				
17											
18											
19											
20											
21											
22											
23											
24	<b>SHEET TOTALS</b>			-30.00		\$ (144.01)	\$4,320.38		\$ 3,600.00		\$ 2,508

## COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT** Project Number: **25-Oct-22**  
**EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARMS**  
 Oakland, CA

Description : **PCO#1**  
**ASBESTOS REMOVAL OF WORK & SHIFT DIFFERENTIAL TIME WORK**  
**DIFFERENTIAL HOUR WORK**

Reference Drawing: **Cost Proposal dated 8/10/2022**  
 SUBCONTRACTOR: **DDC**

Total Labor Costs	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1 SHEET 1 of 2				
2 SHEET 2 of 2				
3 \$ 60,795.80	\$ -	\$ -		\$ 60,795.80
4	\$ -	\$ -		\$ -
5	\$ -	\$ -		\$ -
6				
7 \$ 60,795.80	+ \$ -	+ \$ -		= \$ 60,795.80
8				
9	<b>Expenses:</b>			
10	Material Sales Tax.....	10.25% .....	of Total Material:	\$ -
11	Rental Sales Tax.....	10.25% .....	of Total Rental:	Incl.
12				
13			<b>Subtotal - Line 7 thru 12:</b>	<b>\$ 60,795.80</b>
14				
15	General Contractor OH, B&IP, &P:	10.00% *	Total Cost	\$ 6,079.58
16		*(Overhead, Bond & Insurance Premiums & Profit)		
17				
18			<b>Subtotal - Line 13 thru 19:</b>	<b>\$ 66,875.38</b>
19				
20			<b>Subcontractor's Cost - None</b>	<b>\$ -</b>
21				
22			<b>TOTAL - Subcontractor's Cost</b>	<b>\$ -</b>
23				
24	General Contractor OH&P on Sub Cost:	5.00% *		\$ -
25				
26	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			\$ -
27	Subcontractor Bond & ins.:			\$ -
25				
26			<b>TOTAL PROBABLE CONSTRUCTION COST -DDC#2</b>	<b>\$ 66,875.38</b>



## Detailed Estimate

EAST OAKLAND PRIDE SCHOOL FIRE ALARM & INTRUSION ALARM										
										Date: 10/25/2022
No.	PCO#1	No. of Units	Per	M.H. Per Unit	LABOR COST		MATERIAL COST		Unit Cost	Total Cost
					M. H. Total	Cost Per M. H.	Unit Cost	Total Cost		
<b>SUBCONTRACTOR:</b>		<b>TULUM, INC.</b>								
<b>Project Description:</b>		<b>DIFFERENTIAL HOUR WORK</b>								
1	<b>SCOPE OF WORK:</b>									
2	Shift Differential Hour Work									
3	Original HourS	Hrs			3840.00					
4	Electrician/JM	Hrs			3360.00					
5	Electrician/FM	Hrs			480.00					
6										
7	Actual Hours Worked				380.00					
8	Electrician/JM	Hrs			380.00					
9	Electrician/FM	Hrs			0.00					
10										
11	Hours Remaining									
12	Electrician/JM	Hrs			2980.00					
13	Electrician/FM	Hrs			480.00					
14										
15	<b>Normal Hours Hourly Rate</b>									
16	Electrician/JM	HR			127.07					
17	Electrician/FM	HR			139.83					
18										
19	<b>Shift Working Hourly Rate</b>									
20	Electrician/JM	HR			144.34					
21	Electrician/FM	HR			159.27					
22										
23	<b>SHIFT DIFFERENTIAL HOURLY RATE</b>									
24	Electrician/JM	HR			17.27					
25	Electrician/FM	HR			19.44					
26										
27	<b>LABOR:</b>									
28	<b>ADDITIONAL COST DUE TO SHIFT DIFFERENTIAL</b>									
29	Electrician/JM	1.00	LS	2980.00	2980.00	\$ 17.27	51,465			
30	Electrician/FM	1.00	LS	480.00	480.00	\$ 19.44	9,331			
31										
32										
33										
34										
35	<b>EQUIPMENT:</b>									
36	See above	0.00	EA	0.00				\$ -		\$ -
37										
38										
39										
40										
41										
42										
43										
44										
45										
46										
47	<b>SHEET TOTALS</b>				0.00	#DIV/0!	\$60,795.80	\$ -		\$ -

East Oakland Pride  
OUSD  
955 High Street  
Oakland, CA 94601

Job No. 15114

25-Oct-22

PCO No.

Summary:

Change order No. 1

Abatement Work and Hour Differential  
Breakdown for DDC

Contractor:

Bay Construction Company

**Change Order Summary**  
Worked performed by subcontractor (total Page 3)  
Work performed by Bay Construction (total Page 2)

\$ 146,583.33  
\$ -

Proposal Total

Credit for Bay's own work

\$ 146,583.33  
\$ 8,000.00

New Total Amount

\$ 138,583.33

Bay Construction

Date



Submitted by:

Juan Gonzalez, Project Manager

Subcontractor Cost Breakdown

Description	Qty.	Unit	Unit Cost	Labor	Material	Equipment	L/S Costs
<u>Drilling Penetrations - Cal Inc 10 Days @ \$2,000 a day Cal-Inc</u>							\$ 19,775.00
<u>Disposal 1 Hazmat Dump Box</u>							\$ 1,800.00
<u>Testing Report - ACC</u>							\$ 5,200.00
<u>Monitoring and Final reports ACC</u>							\$ 16,280.00
<u>Demo existing conduit &amp; Wire - Abatement work Cal Inc</u>							\$ 16,000.00
<u>Diferential Hour Work- DDC</u>							\$ 66,875.38
<u>Abatement training class and clearance - DDC</u>							\$ 11,571.91
<u>Bond, Insurance and Tax</u>							\$ 2,100.88

---

Total \$ - \$ - \$ - \$ 139,603.17

Labor		\$ -					
Employer's burden	33%	\$ -					
Allowable Mark-up	33%	\$ -					
<b>Subtotal 1</b>			\$ -				
Material		\$ -					
Sales tax	0.0%	\$ -					
Allowable Mark-up	0%	\$ -					
<b>Subtotal 2</b>			\$ -				
Equipment		\$ -					
Delivery Costs	0%	\$ -					
Tax	8.5%	\$ -					
Allowable Mark-up	16%	\$ -					
<b>Subtotal 3</b>			\$ -				
L/S Costs		\$ 139,603.17					
Allowable Mark-up	5%	\$ 6,980.16					
<b>Subtotal 4</b>			\$ 146,583.33				
<b>Grand Total (this page)</b>			<u>\$ 146,583.33</u>				

end: Page 3



**CO #02 - EOP swing shift differential cost - Revised 10/25/22**

	Project hours		
	Total	Worked 7/31	Remaining
Journeyman	3,360	380	2,980
Foreman	480	0	480

	Labor hourly rate		
	Regular	Swing shift	Differential
Journeyman	\$ 127.07	\$ 144.34	\$ 17.27
Foreman	\$ 139.83	\$ 159.27	\$ 19.44

Journeyman - differential	\$	51,464.60
Foreman - differential	\$	9,331.20
Subtotal	\$	60,795.80
10% mark up	\$	6,079.58
<b>Total swing shift differential cost for EOP</b>	<b>\$</b>	<b>66,875.38</b>



**CO #01 - EOP hazmat work - Revised 10/25/22**

Wall penetrations	100
Penetrations/hr	4
Total hours to credit	25
Journeyman hourly labor rate	\$ 127.07
Credit for penetrations not done	\$ (3,176.75)

Days for class (16-hour class)	2
Journeymen to certify	4
Total hours for certification	64

Asbestos Class III certification class	\$ 3,600.00
Total wages for certification (hours x rate)	\$ 8,132.48
Cost for certification	\$ 11,732.48

HEPA equipment - subtotal	\$ 2,508.25
HEPA equipment - 10% markup	\$ 250.83
HEPA equipment - 10.25% tax	\$ 257.10
HEPA equipment - total	\$ 3,016.18

Credit for penetrations not done	\$ (3,176.75)
Cost for certification	\$ 11,732.48
HEPA equipment	\$ 3,016.18
<b>Total cost for hazmat work at EOP</b>	<b>\$ 11,571.91</b>

**Conditions:**

1. Swing shift to start at 3:30 pm.
2. All penetrations will be performed by a mediation company.
3. If a penetration can not be used due to unknown conditions it will result in the need to add time to the schedule.
4. Employees will take a cerification class to be able to install conduit, straps, supports for disturbed surfaces. Cost to be paid by OUSD.
5. For safety measure, employees to be allowed to park on site.
6. All work areas will be maintained and cleaned on a daily basis.



# Environmental Project Cost Estimate

*Project Information*

**Class III Asbestos Training**  
East Oakland Pride Alarm Project  
8000 Birch Street  
Oakland, CA

*Client Information*

Amalio Castro  
Digital Design Communications  
8135 Capwell Drive  
Oakland, CA 94621

ACC Project No.: 80155

Date Prepared: Tuesday, August 9, 2022

### Scope of Work Description

Task 1 - Class 3 Asbestos Initial Course (16-hour)

ACC will provide a 16-hour Class 3 Asbestos Training for up to 10 employees. The training will meet the requirements of Cal-OSHA 8CCR1529. The training is valid for one year. An annual refresher course is required to maintain the training.

The course can be hosted at the ACC office in Oakland, California or at a client site.

Task Number and Description	Unit Price	Units	Quantity	Amount
<b>Task 1 - Class 3 Asbestos Initial Course (16-hour)</b>				
Asbestos Class III Supervisor Refresher	\$3,600.00	Each	1	\$3,600.00
			<b>Task Sub-total:</b>	<b>\$3,600.00</b>

**Approved:**

**Total Environmental Consulting Services Cost:**

**\$3,600.00**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_

*All services subject to the Terms & Conditions between ACC and Client as of the date indicated above. Where no specific Terms & Conditions between ACC and Client exist, ACC's 2022 Standard Terms & Conditions apply to all services.*

[www.accenv.com](http://www.accenv.com)

Northern California: 7977 Capwell Drive, Suite 100 • Oakland, California 94621 • (510) 638-8400  
Southern California: 1055 Wilshire Blvd., Suite 1450 • Los Angeles, California 90017 • (213) 353-1240  
Washington: 24 Roy Street #432, Seattle, Washington 98109 • (800) 525-8838



**QUOTATION**

14068 Catalina Street  
 San Leandro, CA 94577  
 510-614-2340

Order Number  
 3582318  
 Order Date  
 8/10/2022 17:07:51  
 Page  
 1 of 1  
 Quote Expires On 9/9/2022

**Bill To:** 108471  
 Cash Account - San Leandro  
 14068 Catalina St  
 San Leandro, CA 94577-5508  
 US  
 510-614-2340

**Ship To:**  
 Digital Design Communications  
 8135 Capwell Dr  
 Oakland, CA 94621-2109  
 US

**Ship Via:** Will Call      **FOB:** Shipping      **Freight Prepaid and Add**

PO Number					Ship Route	Taker				
Digital Design Communications						ERIKA HERNANDEZ				
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price		
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size				
4.00	0.00	4.00	EA		NSP760008A Respirator, 7600, Full-Face, MD/LG	EA 1.0	211.4300	845.72		
8.00	0.00	8.00	EA		NSP7580P100 Cartridge, P100, Particulate, 144 CS	EA 1.0	4.0100	32.08		
4.00	0.00	4.00	EA		PUL967850701 Hepa Vac 1.5Hp 4G1 390Asb 115V	EA 1.0	332.7700	1,331.08		
1.00	0.00	1.00	EA		DEWDWH050K Large Hammer Dust Extraction Kit	EA 1.0	203.3800	203.38		
1.00	0.00	1.00	CS		HES2229B-2XL SMS Coverall w/Hood & Boot, Blue, 2XL	CS 1.0	95.9900	95.99		

Total Lines: 5

**SUB-TOTAL:** 2,508.25  
**TAX:** 264.80  
**AMOUNT DUE:** 2,773.05

U.S. Dollars

Dispositions: B = Backordered C = Canceled D = Direct Ship H = Hold S = Special Order





## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project	<b>Site</b>	107
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### Basic Directions

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

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

<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>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>	15110				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	2-13-2023

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$138,382.76
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9599/9653	Fund 21 Measure B	210-9599-0-9653-8500-6271-107-9180-9901-9999-15110	6271	\$138,382.76

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	11/2/22		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lozano Smith, approved as to form	<b>Date Approved</b>	11/2/22		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	11/2/2022		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b> Gary Yee, President, Board of Education	<b>Date Approved</b>	12-1-2022		





<b>Board Office Use: Legislative File Info.</b>	
File ID Number	22-1175
Introduction Date	5-25-2022
Enactment Number	22-1018
Enactment Date	5/25/2022 er



## Memo (Bid Award)

**To** Board of Education

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

**Board Meeting Date** May 25, 2022

**Subject** Agreement Between Owner and Contractor – Competitively Bid – Bay Construction Company – East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

**Action Requested** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Bay Construction Company**, Oakland, California, for the latter to provide replacing and installation services which consist of replacing existing FACU with new, replacing existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible /visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$1,153,000.00**, which includes a contingency allowance of **\$25,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **May 26, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **August 24, 2022**.

**Discussion** The scope of work of the contract consists of removing and replacing existing fire alarm and install new fire alarm system. Contractor was selected through competitive bidding. (Public Contract Code§22037).

**LBP (Local Business Participation Percentage)** 63.7%

**Recommendation** Award by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Bay Construction Company**, Oakland, California, for the latter to provide replacing and installation services which consist of replacing existing FACU with new, replacing existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible /visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway for the **East Oakland Pride Elementary School Fire and Intrusion Alarm Replacement Project**, in the amount of **\$1,153,000.00**, which includes a contingency allowance of **\$25,000.00**, as the lowest responsive bidder,

with the work anticipated to commence on **May 26, 2022**, and scheduled to last for ninety (90) days, with an anticipated ending of **August 24, 2022**.

**Fiscal Impact**

Fund 21 Building Fund, Measure Y

**Attachments**

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 22-1175

**Department:** Facilities Planning and Management

**Vendor Name:** Bay Construction Company

**Project Name:** East Oakland Pride ES Fire & Intrusion Alarm Replacement

**Project No.:** 15110 Intended

**Contract Term:** Intended Start: May 26, 2022

End: August 24, 2022

**Total Cost Over Contract Term:** \$1,135,000.00

**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 Company was selected by the District as the lowest responsible and responsive bid.

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

Bay Construction Company will replace existing FACU with new, replace existing DACT with new, install smoke detectors in all buildings in accordance with CFC requirements, install voluntary carbon monoxide detection in classrooms, install new heat detection in spaces above ceilings where sprinklers are not installed, install new audible visual notification appliances in all classrooms and common areas. Remove manual fire alarms and all abandoned and unused fire alarm devices, wiring, conduit, and raceway.

**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?

[Empty box for answer]

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 (including sole source) – *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 RFQ/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:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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 May 26, 2022, 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 East Oakland Pride Elementary School Fire Intrusion Project, **8000 Birch Street, Oakland, CA. 94621,**

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

OUSD, 955 High Street, Oakland, CA 94601,T: 510-535-7066.

and other Contract Documents relating thereto.

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

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, 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." The Contractor and its subcontractors must use the Owner's program software COLBI DOCS for projects.

### **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 Ninety (90) calendar days which shall start to run 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 May 26, 2022, in which case the deadline for Completion would be August 24, 2022.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

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 \$1,500.00 per calendar day of delay shall be the 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 \$1,500.00 for each calendar day of delay 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.



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 **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND DOLLARS NO/100 \$1,153,000.00** 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 contingency 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 special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an 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 an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which 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 an 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 an Allowance may only be increased by a change order approved by Owner's governing body. Once an 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 an 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 \$4,000,000 per occurrence for bodily

injury, personal injury and property damage and the amount of automobile liability insurance shall be \$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.

**CONTRACTOR:  
BAY CONSTRUCTION COMPANY**

Signature: 

Name: YONG KAY

Date: 05/26/22

(Chairman, Pres., or Vice-Pres. PRESIDENT)

Signature \_\_\_\_\_

Name: \_\_\_\_\_

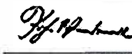
Date: \_\_\_\_\_

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
**Gary Yee, President, Board of Education**

5/26/2022  
\_\_\_\_\_  
**Date**

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

5/26/2022  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Tadashi Nakadegwa, Deputy Chief Facilities Planning and Management**

5/6/2022  
\_\_\_\_\_  
**Date**

Approved As To Form: (limited)

  
\_\_\_\_\_  
**OUSD Facilities Legal Counsel**  
cslb 593411

5/4/2022  
\_\_\_\_\_  
**Date**

CALIFORNIA CONTRACTOR'S  
LICENSE NO.

05/31/2022

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.

MARK LEE & YONG KAY, INC DBA BAY CONSTRUCTION CO.

CORPORATION

YONG KAY

PRESIDENT

4026 MARTIN LUTHER KING JR WAY, OAKLAND, CA 94609

Executed in Duplicate

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

Bond Number: 070215576

**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 & Yong Kay dba: Bay Construction Company 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

**East Oakland Pride Elementary School Fire & Intrusion Alarm Project, located at 800 Birch Street, Oakland, CA, the scope consists of but not limited to: Replacing existing FACU with new. Replace existing DACT with new. Provide smoke detection in all buildings in accordance with CFC requirements. Provide voluntary carbon monoxide detection in classrooms. Provide new heat detection in spaces above ceilings where sprinklers are not installed, Provide new audible /visual notification appliances in all classrooms and common areas. Upon completion of project, remove manual fire alarms. Upon completion of this project remove all abandoned and unused fire alarm devices, wiring, conduit and raceway. Restore surfaces to match surrounding area for all devices removed.**

which said agreement dated May 26, 2022, 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 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 the sum of **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND DOLLAR NO/100 (\$1,153,000.00)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT. NO.:15110

PAYMENT BOND  
DOCUMENT 00 61 01



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 25 day of April, 2022

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

Mark Lee & Yong Kay dba: Bay Construction, Inc

Principal

BY:



Ohio Casually Insurance Company

Surety

By: Anthony F. Angelicola

Attorney-in-Fact

The above bond is accepted and approved this 25 day of April 2022



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: 8203198 - 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, Maureen E. Schmidt

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 27th day of February, 2020.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of February, 2020 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 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 25 day of April, 2022



By: Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 APRIL 25, 2022, before me, D. Tschaplizki, 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~~  
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 *D. Tschaplizki*  
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: 070215576

Mark Lee & Yong Kay Inc. dba: Bany Construction Co.  
**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as Principal, and Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of **ONE MILLION ONE HUNDRED FIFTY-THREE THOUSAND DOLLARS NO/100 (\$1,153,000.00)** 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 May 26, 2022, for construction of

**The East Oakland Pride Elementary School Fire & Intrusion Alarm Project which consists of but not limited to:** Replacing existing FACU with new. Replace existing DACT with new, Provide smoke detection in all buildings in accordance with CFC requirements. Provide voluntary carbon monoxide detection in classrooms. Provide new heat detection in spaces above ceilings where sprinklers are not installed, Provide new audible /visual notification appliances in all classrooms and common areas. Upon completion of project, remove manual fire alarms. Upon completion of this project remove all abandoned and unused fire alarm devices, wiring, conduit and raceway. Restore surfaces to match surrounding area for all devices removed. **(the "Contract")**.

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

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

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



**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this 25th day of April, 2022, 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 & Yong Kay dba: Bay Construction Company

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



4026 Martin Luther King Jr. Way , Oakland CA 94609

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

(Affix Corporate Seal)

Ohio Casualty Insurance Company

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

1340 Treat Boulevard, #400

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

Walnut Creek, CA 94597

By: \_\_\_\_\_



Anthony F. Angelicola - Attorney-in-fact

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

The total amount of premium charged is 15,030.00

The above must be filled in by Corporate 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: 8203198 - 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, Maureen E. Schmidt

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 27th day of February, 2020.



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
County of MONTGOMERY

On this 27th day of February, 2020 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 25 day of APRIL, 2022



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 April 25, 2022, before me, D. Tschaplizki, 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~~  
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

[Handwritten Signature]  
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: \_\_\_\_\_

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Re-Bid-East Oakland Pride ES  
 Project: Fire Intrusion  
 Project #: 15110  
 Estimate: \$850,000

Date: Thursday, March 31, 2022  
 Time: 2:00 P.M.  
 Project Mgr: John Howell  
 Architect: \_\_\_\_\_

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b>	Bay Construction	Base Bid:	\$1,128,000.00	<b>Required Day of Bid:</b>	
Address:	4026 MLK Jr. Way	Allowance:	\$25,000.00	Signed Bid Form	X
City/State:	Oakland, CA	<b>TOTAL:</b>	\$1,153,000.00	Addendum Acknow.	X
Phone:	510-658-7225	Alternates:		Bid Bond	X
Fax:				Non-Collusion	X
				Iran Contracting Certification	X
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		1:58 PM	3/31/2022	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	X
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	X
		2:15 PM	3/31/2022		
<b>Company:</b>					
Address:		Base Bid:		<b>Required Day of Bid:</b>	
City/State:		Allowance:	\$25,000.00	Signed Bid Form	
Phone:		<b>TOTAL:</b>		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
<b>Company:</b>					
Address:		Base Bid:		<b>Required Day of Bid:</b>	
City/State:		Allowance:	\$25,000.00	Signed Bid Form	
Phone:		<b>TOTAL:</b>		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
<b>Company:</b>					
Address:		Base Bid:		<b>Required Day of Bid:</b>	
City/State:		Allowance:	\$25,000.00	Signed Bid Form	
Phone:		<b>TOTAL:</b>		Addendum Acknow.	
Fax:		Alternates:		Bid Bond	
				Non-Collusion	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	





## LBU Program Consultants to OUSD

### MEMORANDUM

**Date:** April 1, 2022

**To:** Juanita Hunter

**From:** Philip Lang, LBU Consultant

**Subject:** LBU Review

Re-Bid – East Oakland Pride Elementary School Fire & Intrusion Alarm  
Bay Construction

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### SUMMARY

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the East Oakland Pride Elementary School Fire & Intrusion Alarm project submitted by Bay Construction

- Bay Construction achieved 100% LBU (63% LBE and 37% 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

Tadashi Nakadegawa

**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 Marwood Yongkay Inc. DBA, 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 **East Oakland Pride Elementary School Fire & Intrusion Alarm Project, 8000 Birch Street, Oakland, CA 94621 (the "Contract"), Project No. 15110**

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, CA 94601

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

<u>One million one thousand Twenty eight thousand</u>	<u>thousand</u>	<u>Dollars</u>	<u>\$ 1,128,000.00</u>
<b>Base Bid Amount</b>			
<u>Twenty-Five Thousand</u>		<u>Dollars</u>	<u>\$25,000.00</u>
<b>Contingency Allowance</b>			
<u>One million one thousand Fifty Three Thousand</u>		<u>Dollars</u>	<u>\$ 1,153,000.00</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>			

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: Bay Construction Co.  
Project: 00511 East Oakland Pride elementary school Fire kitchen  
Project #: 15110  
Estimate:

Bid Opening Date: 03/31/22  
Time: 2:00  
Project Mgr:  
Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
1,128,000.00	\$112,500.00				
PRIME Company: Bay Construction Co. Address: 4024 Martin Luther King Blvd City/State: Oakland, CA Phone: 510-658-7225	\$415,000.00		37%		2170
Company: Digital Design Address: 8128 Capwell Dr. City/State: Oakland, CA 94621 Phone: 510-632-0650	\$710,000.00		63%		
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>			100%		100%

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

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be included with bid form 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:

Houston Specialty Insurance Company

Our Workers' Compensation Insurance is placed with:

State fund Insurance Co.

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

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

Addendum No. 1 Date 2/3/22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 Date 3/24/22 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.

Print or Type Name: Yong Kay

Signature : 

Title: President

Name of Company as Licensed in California: Mar Weef Vong Kay Inc DBA Bay Construction Co

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

Telephone Number: 510-658-7225

California Contractor License No.: 893411

Class and Expiration Date: A, B, C-23, C-33

Public Works Contractor Registration No.: 1000000066

State of Incorporation, if Applicable: California

**DESIGNATION OF SUBCONTRACTORS**  
**DOCUMENT 00 40 01**

PROJECT: OUSD East Oakland Pride Elementary School-Fire Intrusion alarm project (Project Name)  
PROJECT NO: 15110 BIDDER'S NAME Maruett Vongkay Inc. DBA Bay Construction Co.  
DIR 10 Digit Registration No: 1000000066

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public

OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO.:15110

DESIGNATION OF SUBCONTRACTORS  
DOCUMENT 00 40 01

Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** Reproduce page two of this section for additional listings needed beyond the length of this form.

Portion of Work (description)	Portion of Work (dollar amount)	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Alarm systems	710,000.00	Digital Design & Communications 510-632-0655	Oakland, CA	785247	1000002624

OAKLAND UNIFIED SCHOOL DISTRICT  
 EAST OAKLAND PRIDE ELEMENTARY SCHOOL  
 FIRE & INTRUSION ALARM  
 PROJECT NO.:15110

DESIGNATED OF SUBCONTRACTORS  
 DOCUMENT 00 40 01

{SR526332}




I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 31, 2022, at Oakland [city], CA [state].

Signature: 

Print Name: Yong Kay

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT  
EAST OAKLAND PRIDE ELEMENTARY SCHOOL  
FIRE & INTRUSION ALARM  
PROJECT NO.:15110

DESIGNATED OF SUBCONTRACTORS  
DOCUMENT 00 40 01

{SR526332}

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: 22-33

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Mark Lee & Yong Kay, Inc. DBA: Bay Construction Co. \_\_\_\_\_ as Principal and  
The Ohio Casualty Insurance Company \_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
Not to Exceed Ten Percent of the Amount Bid \_\_\_\_\_ Dollars (\$ 10% ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of Job 15110 East Oakland Pride Elementary School Fire & Intrusion Alarm in  
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in  
the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance  
with said bid), and shall in all other respects perform the agreement created by the  
acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as  
herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 28th day of March, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)


Mark Lee & Yong Kay, Inc. DBA: Bay Construction Co.  
(Principal)

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

By: 

The Ohio Casualty Insurance Company  
(Corporate Surety)

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597  
(Business Address)

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

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate 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, 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. Angelicchio; 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: [Signature]
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

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 1126944
Member, Pennsylvania Association of Notaries

By: [Signature]
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 28th day of March 2022



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



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 March 28, 2022 before me, D. Tschaplizki, 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 D. Tschaplizki  
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: \_\_\_\_\_

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: East Oakland Pride Elementary School Fire & Intrusion Alarm

The undersigned declares:

I am the President of Boy Construction Co., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 31, 2023 at Oakland [city], CA [state].

  
\_\_\_\_\_  
Signature

Yong Kay  
\_\_\_\_\_  
Print Name

**SUFFICIENT FUNDS DECLARATION**  
**DOCUMENT 00 11 13**  
**(Labor Code section 2810)**

Owner: Oakland Unified School District  
Contract: East Oakland Pride Elementary School Fire & Intrusion Alarm

I, Yong Kay, declare that I am the President  
[insert title] of Bay Construction Co., the entity making and submitting the bid for  
the above Project that accompanies this Declaration, and that such bid includes sufficient  
funds to permit Bay Construction Co. [insert name of entity] to comply with all local,  
state or federal labor laws or regulations during the Project, including payment of  
prevailing wage, and that Bay Construction Co. [insert name of entity] will comply with  
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on March 31, 2022, at Oakland [city],  
CA [state].

Date: 03/31/22



Signature

Print Name: Yong Kay

Print Title: President

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT**  
**FOR CONSTRUCTION CONTRACTS**  
(Education Code Sections 45125.1 and 45125.2)  
**DOCUMENT 00 43 00**

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see *Attachment A* to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).
  - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see *Attachment B* to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

*[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]*

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and



habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 03/31/22

  
Signature

Name: Yong Kay

Title: President

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.
14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape.
4. Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
5. Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person.
6. Lewd or lascivious act on a child under the age of 14 years.
7. Any felony punishable by death or imprisonment in the state prison for life.
8. Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm.
9. Attempted murder.
10. Assault with intent to commit rape, or robbery.
11. Assault with a deadly weapon or instrument on a peace officer.
12. Assault by a life prisoner on a non-inmate.
13. Assault with a deadly weapon by an inmate.
14. Arson.
15. Exploding a destructive device or any explosive with intent to injure.
16. Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem.
17. Exploding a destructive device or any explosive with intent to murder.
18. Any burglary of the first degree.
19. Robbery or bank robbery.
20. Kidnapping.
21. Holding of a hostage by a person confined in a state prison.
22. Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
23. Any felony in which the defendant personally used a dangerous or deadly weapon.
24. Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code.
25. Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person.
26. Grand theft involving a firearm.
27. Carjacking.

28. Any felony offense, which would also constitute a felony violation of Section 186.22.
29. Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220.
30. Throwing acid or flammable substances, in violation of Section 244.
31. Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245.
32. Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5.
33. Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246.
34. Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1.
35. Continuous sexual abuse of a child, in violation of Section 288.5.
36. Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100.
37. Intimidation of victims or witnesses, in violation of Section 136.1.
38. Criminal threats, in violation of Section 422.
39. Any attempt to commit a crime listed in this subdivision other than an assault.
40. Any violation of Section 12022.53.
41. A violation of subdivision (b) or (c) of Section 11418.
42. Any conspiracy to commit an offense described in this subdivision.

**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code sections 2202-2208)**

**DOCUMENT 00 40 04**

**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Morwell Yongkayne DSA, Bay Construction Co.		<i>Federal ID Number (or n/a)</i> 943102890	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> Yongkay, President			
<i>Date Executed</i> 03/31/2022		<i>Executed in</i> Oakland, CA	

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>	

**QUESTIONNAIRE REGARDING**  
**QUALIFICATIONS AND EXPERIENCE**  
**DOCUMENT 00 21 00**

East Oakland Pride Elementary School Fire & Intrusion Alarm  
Contract for the  
Oakland Unified School District ("Owner")

With its bid on this contract, each bidder must submit complete answers and information in response to the following questions and requests. Attach as many pages of explanation and documents as necessary.

1. If any information or answer submitted with your most recent prequalification application to the Owner is no longer complete or accurate, provide all additional information so that the information or answer is complete and accurate. (If you need a copy of your most recent prequalification application, please contact the Owner.)  
*No change from Prequalification Application.*
2. Identify all public works contracts on which you have performed work over the last 5 years where you entered a direct (i.e., prime) contract with the public agency owner of the project, and provide the following information for each contract (but information already provided in your most recent prequalification application or in response to Question #1 above need not be repeated here):
  - a. The public agency owner, its design professional, and its construction manager.
  - b. The contact persons at the owner, the design professional, and the construction manager.
  - c. The name of project.
  - d. The delivery method of the project (e.g., single prime competitive bidding, multiple prime competitive bidding, design-build, lease-leaseback, etc.).
  - e. The date of the owner's award of the contract to you.
  - f. The original scope of work in the contract.
  - g. The original contract price.
  - h. The original contract time for performance.
  - i. Any claims against the owner presented by you, including the amount claimed and each basis of the claim.
  - j. Any lawsuit or cross-complaint against the owner filed by you, including the amount claimed, each basis of the lawsuit or cross-complaint, the name of the court, and the case number.
  - k. Any demand for arbitration given to the owner by you, including the amount claimed and each basis of the demand for arbitration.
  - l. Any amounts withheld by owner from progress payments to you or release of retention to you, including the amount withheld and each basis for the withholding.
  - m. Any lawsuit or cross-complaint filed by the owner against you, including the amount claimed, the name of the court, and the case number.

- n. Any demand for arbitration given by the owner to you, including the amount claimed and each basis of the demand for arbitration.
  - o. A copy of any settlement agreement, change order, or other document (including e-mail or letter) that resolved one or more of the above claims, lawsuits, cross-complaints, or arbitrations.
  - p. The total of payments you received from the public agency owner for the project, including all settlements, change orders, awards, or judgments; and the total of any payments from you to the public agency owner for the project, including all settlements, change orders, awards, or judgments.
3. *No change from prequalification application.*  
 Of the contracts identified in response to Question #2, above, identify each contract where your work was not completed by the original completion deadline, including the following information for each such contract:
- a. Number of days from original completion deadline to full and final completion of your work on the project as required by the contract.
  - b. All reasons for the delay in completion, including delay for which you were responsible.
4. *No change from prequalification application.*  
 Of the contracts identified in response to Question #2, above, identify each contract where a Civil Wage and Penalty Assessment ("CWPA") or Determination of Civil Penalty ("DCP") was issued by the Division of Labor Standards Enforcement against you or your subcontractors, including the following information for each such CWPA and DCP on that contract:
- a. Description of each CWPA and DCP, including the amount of any wages due or penalties assessed under each CWPA and DCP.
  - b. A copy of each CWPA and DCP.
  - c. Reasons for the issuance of each CWPA and DCP.
5. *No change from prequalification application.*  
 Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
- a. \_\_\_\_\_
  - b. \_\_\_\_\_ *No change from prequalification application.*
6. Of the contracts identified in response to Question #2, above, identify each contract where the work concerned including the following information for each such contract:
- a. \_\_\_\_\_
  - b. \_\_\_\_\_
7. *No change from prequalification application.*  
 Of the contracts identified in response to Question #2, above, identify each contract where the public agency owner or one or more of its representatives for the contract are contractually or legally prohibited from speaking to the Owner about any aspects of the contract, including the following information for each such contract:
- a. The aspect or aspects of the contract the public agency owner or its representative is prohibited from discussing with the Owner.

- b. The details of the contractual or legal prohibition that prevents the public agency owner or its representative from speaking with the Owner about an aspect of the contract.
- c. Whether you agree to waive the above contractual or legal prohibition so that the public agency owner or its representative may speak with the Owner about all aspects of the contract, including your performance of the work under the contract and any disputes that occurred during the contract.

*No change from prequalification application*



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

PRIME: Bay Construction Co.  
Project: OUSD Fairfax and Prides elementary school fire & intrusionalarm  
Project #: 15110  
Estimate:

Bid Opening Date: 03/31/22  
Time: 2:00  
Project Mgr:  
Architect:

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

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

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be included with bid form at the time of bid opening.


**SCHEDULE Z**  
**DOCUMENT 00 52 00**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>Marutee &amp; Yong Kay Inc. DBA, Bay Constructors.</u>			
Company Name		Signature of Authorized Representative	
<u>4050 Martin Luther King Jr. Way,</u>		<u>Yong Kay</u>	
Address <u>Oakland, CA 94609</u>		Type or Print Name	
<u>510</u>	<u>658-7225</u>	<u>03/31/22</u>	_____
Area Code	Phone	Date	Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF SITE VISIT WAS MANDATORY

**PROJECT: East Oakland Pride Elementary School Fire & Intrusion Alarm Project**

Check option that applies:

I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_ 03/31/2022 \_\_\_\_\_

Proper Name of Bidder: Marcelle & Yong Kay, Inc. DBA, Bay Construction Co.

Signature: \_\_\_\_\_  \_\_\_\_\_

Print Name: \_\_\_\_\_ Yong Kay \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

**DOCUMENT 00 41 00**

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME <i>Bay Construction Co.</i>	BUSINESS ADDRESS <i>4026 Martin Luther King Jr. Way Oakland, CA 94609</i>	TELEPHONE NUMBER <i>510-658-7225</i>
SCHOOL DISTRICT <i>Oakland</i>	COUNTY <i>Alameda</i>	APPLICATION NO.

**PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS** – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

**NOTE:** Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. <input type="checkbox"/> is Disabled Veteran owned <b>but is unable</b> to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. <input type="checkbox"/> is <b>not</b> Disabled Veteran owned	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	
D. <input checked="" type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

**Note:** An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

**PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL** – *Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
B. DVBE Subcontractor or Supplier	0					
1.						
2.						
3.						
4.						
C. Subtotal (A & B)	0					
D. Non-DVBE	115,300.00					
E. Total Bid	1,153,600.00					

**PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**  
**DOCUMENT 00 41 01**

*This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal*

PAGE 1 OF 2

BIDDER'S NAME <b>BAY CONSTRUCTION CO</b>	BUSINESS ADDRESS <b>4026 Martin Luther King Jr. Way Oakland, CA 94609</b>	CONTACT PERSON <b>YONG KAY</b>
TELEPHONE NUMBER <b>510 6587225</b>	OWNER <b>OAKLAND</b>	COUNTY <b>ALAMEDA</b>

**GENERAL INSTRUCTIONS:**

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

**PART I – CONTACTS**

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at <a href="https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx">https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx</a>	(916) 375-4940	03/25/2022	DGS
3. DVBE Organizations ( <i>List</i> ):			
4. Write "recorded message" in this column, if applicable.			

**PART II – ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Construction Bid Source	X	X	03/24/2022
Bay Area News Group	X		03/24/2022

**PART III – DVBE SOLICITATIONS** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		
Fire Detection Unlimited, Inc.		X	No response	X
Hayes Automation		X	No response	X
Omni Equipment Solutions, Inc.		X	No response	X

**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, Yong Kay certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER 	DATE 03/31/2022
---	--------------------





# State of California Department of Industrial Relations

## Contractor Information

**Legal Entity Name**  
MARK LEE & YONG KAY

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number** [Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)  
1000000066

**Registration effective date**  
07/01/19

**Registration expiration date**  
06/30/22

**Mailing Address**  
4026 MARTIN LUTHER KING JR. WAY OAKLAND 94609 C...

**Physical Address**  
4026 MARTIN LUTHER KING JR. WAY OAKLAND 94609 C...

**Email Address**  
yongkay@yahoo.com

**Trade Name/DBA**  
BAY CONSTRUCTION CO

**License Number (s)**  
CSLB:593411

## Registration History

Effective Date	Expiration Date
06/26/18	06/30/19
05/17/17	06/30/18
05/04/16	06/30/17
06/12/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/22

## Legal Entity Information

**Corporation Entity Number:** C1656807

**Federal Employment Identification Number:**

**President Name:** YONG SIK KAY

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:** HAIRYUNG KAY

**CEO Name:**

**Agency for Service:**

**Agent of Service Name:** YONG SIK KAY

**Agent of Service Mailing Address:** 4026 MARTIN LUTHER KING JR. WAY OAKLAND 94609 CA 94609

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current worker's compensation insurance information below:**

PEO InformationName	PEO Phone	PEO Email

**Insured by Carrier:**

**Policy Holder Name:** MARK LEE

**Insurance Carrier:** STATE CO

**Policy Number:** 9073528

**Inception date:** 10/01/18

**Expiration Date:** 10/01/19

- [About DIR](#)
- [Who we are](#) (<https://www.dir.ca.gov/about-us.html>)
- [DIR Divisions, Boards & Commissions](#) (<https://www.dir.ca.gov/divisions-boards-commissions.html>)
- [Contact DIR](#) (<https://www.dir.ca.gov/ContactUs.html>)
- [Work with Us](#)
- [Jobs at DIR](#) (<https://www.dir.ca.gov/direct-jobs.html>)
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- [Public Records Requests](#) ([https://www.dir.ca.gov/pr\\_request.html](https://www.dir.ca.gov/pr_request.html))
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- [Conditions of Use](#) ([https://www.dir.ca.gov/od\\_pub/conditions.html](https://www.dir.ca.gov/od_pub/conditions.html))
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- [Site Help](#) ([https://www.dir.ca.gov/od\\_pub/help.html](https://www.dir.ca.gov/od_pub/help.html))

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[Accessibility](https://www.dir.ca.gov/od_pub/accessibility.html) ([https://www.dir.ca.gov/od\\_pub/accessibility.html](https://www.dir.ca.gov/od_pub/accessibility.html))

[Contact Us](https://www.dir.ca.gov/ContactUs.html) (<https://www.dir.ca.gov/ContactUs.html>)



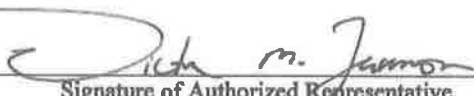
**SCHEDULE Z**  
**DOCUMENT 00 52 00**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

<b>By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.</b>			
<u>Digital Design Communications</u> Company Name		 Signature of Authorized Representative	
<u>8128 Capwell Dr., Oakland, CA 94621</u> Address		<u>Victor Zamora</u> Type or Print Name	
<u>510</u> Area Code	<u>632-0650</u> Phone	<u>3/31/2022</u> Date	<u>Victor Zamora</u> Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**


**SCHEDULE Z**  
**DOCUMENT 00 52 00**

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The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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<b>By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.</b>			
<u>Digital Design Communications</u> Company Name		 Signature of Authorized Representative	
<u>8128 Capwell Dr., Oakland, CA 94621</u> Address		<u>Victor Zamora</u> Type or Print Name	
<u>510</u> Area Code	<u>632-0650</u> Phone	<u>3/31/2022</u> Date	<u>Victor Zamora</u> Type or Print Name

**Please Note:** General Contractors and all of their subcontractors are required to submit this certification form.

**END OF DOCUMENT**

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

9073528-21  
RENEWAL  
NF  
2-25-17-30  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2021 AT 12.01 A.M.  
AND EXPIRING OCTOBER 1, 2022 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:

OCTOBER 4, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2022

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.

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.

Table with columns for PRODUCER, INSURED, CONTACT NAME, PHONE, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

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.

Main table listing coverage details including INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Oakland Unified School District, Owner, its governing board, officers, agents, trustees, employees and others are included as Additional Insured in regards to General Liability as per written contract.

RE: East Oakland Pride Elementary School Fire Intrusion Project

Table for CERTIFICATE HOLDER (Oakland Unified School District) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	East Oakland Pride Elementary School Fire & Intrusion Alarm Replacement	<b>Site</b>	107
Basic Directions			
<b>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>			
<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>	15110						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	8-24-2022
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 1,153,000.00	<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.				
Resource #	Funding Source	Org Key	Object Code	Amount
9399/9653	Fd21 Measure B	210-9399-0-9653-8500-6271-107-9180-9901-9999-15110	6271	\$ 1,153,000.00

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>	<b>Phone</b>	510-535-7038
	<b>Executive Director, Facilities Planning and Management</b>	<b>Fax</b>	510-535-7082
	<b>Signature</b>	<b>Date Approved</b>	5-5-2022
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>
	<b>Deputy Chief, Facilities Planning and Management</b>	Lozano Smith, approved as to form (limited)	5/4/2022
3.	<b>Signature</b>	<b>Date Approved</b>	5/6/2022
	<b>Chief Financial Officer</b>	<b>Signature</b>	<b>Date Approved</b>
4.	<b>Signature</b>	<b>Date Approved</b>	
	<b>President, Board of Education</b>	<b>Signature</b>	<b>Date Approved</b>
5.	<b>Signature</b>	<b>Date Approved</b>	