

Board Office Use: Legislative File Info.	
File ID Number	25- 1588
Introduction Date	6-25-2025
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Marc White, Director, Buildings & Grounds

Board Meeting Date June 25, 2025

Subject Agreement Between Owner and Contractor – Sierra School Equipment Company – Oakland Technical High School Auditorium Seat Replacement Project- Buildings & Grounds Department

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Sierra School Equipment Company**, Bakersfield, CA, for the latter to demolish, remove and replace the existing auditorium seating for the **Oakland Technical High School Auditorium Seat Replacement Project**, in the amount of **\$407,250.00**, which includes a contingency of **\$37,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **June 26, 2025**, and required to be completed within two hundred ten (210) days, with an anticipated ending of **January 22, 2026**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Sierra School Equipment Company, Bakersfield, CA, for the latter to demolish, remove and replace the existing auditorium seating for the Oakland Technical High School Auditorium Seat Replacement Project, in the amount of \$407,250.00, which includes a contingency of \$37,000.00, as the lowest responsive bidder, with the work anticipated to commence on June 26, 2025, and required to be completed within two hundred ten (210) days, with an anticipated ending of January 22, 2026.

Fiscal Impact Fund 1 General Fund

Attachments

- Contract Justification
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 25- 1588

Department: Buildings & Grounds

Vendor Name: Sierra School Equipment Company

Project Name: Oakland Technical HS Auditorium Seat Replacement

Project No.: 70067

Contract Term: Intended Start: June 26, 2025

Intended End: January 22, 2026

Total Cost Over Contract Term: \$407,250.00

Approved by: Marc White

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?

Sierra School Equipment 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.

Contractor will to provide demolition services which include removal and replacement of auditorium seating for the Oakland Technical High School Auditorium Seat Replacement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ 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 \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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 \$114,800 (as of 1/1/25)
- ☐ 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:

Memorandum:

Date: 5/30/2025

To: Imani Nycosi

CC: Kenya Chatman, David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Project #70076 - Oakland Tech High School - Oakland Tech HS Auditorium Seating Replacement

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 70076 **Project Site(s):** Oakland Tech High School

Name: Oakland Tech HS Auditorium Seating Replacement

Analysis:

Our review has determined that the funding source for the above project (Fund 01) is not currently monitored under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **June 26, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **SIERRA SCHOOL EQUIPMENT 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 Oakland Technical High School Auditorium Seat Replacement Project, located at 4351 Broadway, Oakland, CA 94611,

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044,

and other Contract Documents relating thereto.

This contract is not subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload found by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

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 KAHUA, INC., 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 two hundred ten (210) 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 **June 26, 2025**, in which case the deadline for Completion would be **January 22, 2026**.

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 \$1,000.00 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 \$1,000.00 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 **FOUR HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS NO/100 (\$407,250.00)** 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 does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTY-SEVEN THOUSAND DOLLARS NO/100 (\$37,000.00)** 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 money 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 \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 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, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

ARTICLE XIX. WRITTEN NOTICE.

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

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

CONTRACTOR:

SIERRA SCHOOL EQUIPMENT COMPANY

Signature: Kevin McDermott

Name: Kevin McDermott

Date: 5/30/25

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

Signature _____

Name: _____

Date: _____

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) _____

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education

Date

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

Date



05/30/2025

MARC WHITE (May 30, 2025 15:23 PDT)

Marc White, Director of Buildings & Grounds

Date

Approved As To Form:



05/30/2025

OUSD Facilities Legal Counsel

Date

422359

CALIFORNIA CONTRACTOR'S
LICENSE NO.

05/31/2026

LICENSE EXPIRATION DATE

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

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Oakland Tech High School
Project: Aud Seat Replacement
Project #: 70067
Estimate: \$375,000

Date: Thursday, May 29, 2025
Time: 2:15 PM
Project Mgr: Mark Cavalli
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Sierra School Equip. Company	Base Bid:	\$370,250.00	Required Day of Bid:	
Address:	3003 Citation Way	Allowance:	\$37,000.00	Signed Bid Form	X
City/State:	Barkersifeld, CA	TOTAL:	\$407,250.00	Addendum Acknow.	2
Phone:	661-399-2993	Alternates:		Bid Bond	X
Fax:	661-399-0218			Non-Collusion	X
				Iran Contracting Certification	na
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	X
		8:45 AM	5/29/2025	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	wa
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	na
		2:04 PM	5/29/2025		

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
		<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification	
			3/18/2025	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
		<u>Time Opened</u>	<u>Date Opened</u>	DVBE Forms	
		-	-		

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

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

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of Sierra School Equipment Co., hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Oakland Technical High School Auditorium Seat Replacement, located at 4351 Broadway, Oakland, (the "Contract")**, Scope of work includes: The Oakland Unified School District is requesting bids for the removal and replacement of auditorium seating at Oakland Technical High School. The scope of work includes the removal and disposal of all existing seats in rows A-Z, followed by the furnishing and installation of new auditorium chairs in the same rows. After seat removal, there will be a two-week window for a separate painting contractor to complete interior painting of the auditorium. The awarded seating contractor will resume work with the installation immediately upon completion of painting. Project details, required qualifications, chair model specifications, and schedule requirements will be provided during the mandatory bid walk. Complies with OUSD standards.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

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

Three Hundred Seventy Thousand Two-Hundred and Fifty Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$ 370,250.00</u>
Thirty-Seven Thousand Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$37,000.00</u>
Four Hundred Seven Thousand Two Hundred and Fifty Dollars <i>Total Base Bid Amount</i>	<u>\$ 407,250.00</u>

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

BID FORM
DOCUMENT 00 31 01

{SR799810}

By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.



Philip G. McDermott - President

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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, 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 Instructions to Bidders.

The undersigned declares that it 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:

Sierra School Equipment Company
P.O. Box 80667 Bakersfield, CA 93380-0667

Our Public Liability and Property Damage Insurance is placed with:
Travelers Property Casualty Co. of America

Our Workers' Compensation Insurance is placed with:
Travelers Property Casualty Co. of America

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

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

Addendum No. 1 Date 5/13/25
Addendum No. 2 Date 5/14/25

Addendum No. _____ Date _____
Addendum No. _____ Date _____

{SR799810} 2

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO: 70067
May 6, 2025

BID FORM
DOCUMENT 00 31 01

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form 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: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. 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. 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 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.

Name of Company as Licensed in California: Sierra School Equipment Company

Business Address: 3003 Citation Way Bakersfield, CA 93308

Telephone Number: (661) 399-2993

California Contractor License No.: 422359

Class and Expiration Date: C61 (D24/D34) - 5/31/2026

Public Works Contractor Registration No.: 1000003627

State of Incorporation, if Applicable: California

INDIVIDUAL:

Dated: _____, 20__

Signature: _____

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO: 70067
May 6, 2025

BID FORM
DOCUMENT 00 31 01

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

Signature: _____

(Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: May 28, 2025

Signature: _____

Philip G. McDermott
(Name)

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

Signature: _____

Patrick M. McDermott
(Name)

Chief Financial Officer (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO: 70067
May 6, 2025

BID FORM
DOCUMENT 00 31 01



3008 Citation Way, Bakersfield, CA 93308
P.O. Box 80867 Bakersfield, CA 93380-0867
O 661-399-2983 | F 661-399-0218
www.sseco.com

CONSENT TO ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING
Sierra School Equipment Company
A California Corporation

The undersigned directors of Sierra School Equipment Company, a California corporation, consents to the following actions of the board of directors without a meeting by unanimous consent of all the directors:

Adoption of the following resolution of the board of directors:

The undersigned, being all of the members of the Board of Directors of Sierra School Equipment Company, a California corporation (the "corporation"), do hereby consent to the following action and adopt the following actions of the board of directors without a meeting by unanimous consent of all of the directors:

WHEREAS, the board of directors has determined that it is advisable and in the best interests of the corporation, it is

RESOLVED, that the below listed officers and directors of Sierra School Equipment Company are hereby authorized, effective immediately, to sign on behalf of the Corporation regarding bids, contracts, related bonds, and all construction documents submitted by the company.

Phillip G. McDermott – President
Steven R. McDermott – Vice President
Kevin R. McDermott – Vice President
Patrick M. McDermott – Secretary/Treasurer
Gregory R. McDermott – Director
Michael G. McDermott – Director
Patrick G. McDermott – Director

Dated this 15th day of May, 2025



SIERRA
SCHOOL EQUIPMENT CO

3003 Citation Way, Bakersfield, CA 93308
P.O. Box 80867 Bakersfield, CA 93380-0667
O 861-309-2903 • F 861-309-0218
www.sierrahe.com

Philip G. McDermott - President

Patrick M. McDermott - Secretary/Treasurer

Steven R. McDermott - Vice President

Kevin R. McDermott - Vice President



BID BOND
DOCUMENT 00 40 00

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Sierra School Equipment Company as Principal and
Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Bid Amount Dollars (\$ 10% of Bid Amount) 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 Oakland Technical HS Auditorium Seat in
strict accordance with Contract Documents. Replacement Project. Project No. 70067

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.

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OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 27th day of May, 2025, 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)



Sierra School Equipment Company

(Principal)

P.O. Box 80667, Bakerfield, CA 93380

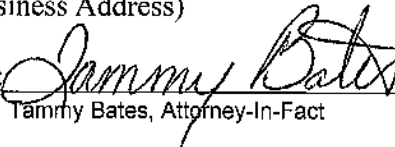
(Business Address)

Travelers Casualty and Surety Company of America
(Corporate Surety)

11090 White Rock Road, Ste. 100, Rancho Cordova, CA 95670

Business Address)

By:



Tammy Bates, 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).

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OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

BID BOND
DOCUMENT 00 40 00

ACKNOWLEDGMENT

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

State of California

County of Kern)

On May 27, 2025 before me, Jaime Rene Ritchie, Notary Public
(insert name and title of the officer)

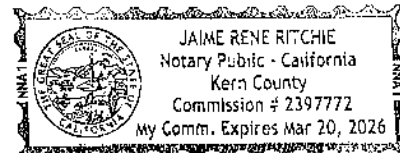
personally appeared Tammy Bates
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jaime Rene Ritchie (Seal)



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Tammy Bates** of **BAKERSFIELD**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

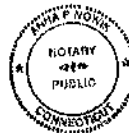
By: 

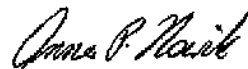
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

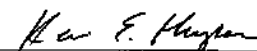
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **May**, **2025**





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Oakland Technical High School Seat Replacement

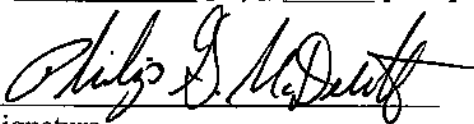
The undersigned declares:

I am the President of Sierra School Equipment Co., the party making the foregoing bid or proposal ("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 or proposer ("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 or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 28, 2025, at Bakersfield [city], CA [state].


Signature

Philip G. McDermott - President
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

NON-COLLUSION
DOCUMENT 00 40 03

SUFFICIENT FUNDS DECLARATION

DOCUMENT 00 11 13

(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Oakland Technical High School Auditorium Seat Replacement Project

I, Philip G. McDermott, declare that I am the President
[insert title] of Sierra School Equipment 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 Sierra School Equip. 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 Sierra School Equip. 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 May 28 2025, at Bakersfield [city],
CA [state].

Date: May 28, 2025



Signature

Print Name: Philip G. McDermott

Print Title: President

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

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

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law 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.

2. If you are providing 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).)

{SR798850} 1

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).)

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

Dated: May 28, 2025


Signature

Name: Philip G. McDermott

Title: President

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> Sierra School Equipment Company		<i>Federal ID Number (or n/a)</i> 95-3159131
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Philip G. McDermott - President		
<i>Date Executed</i> May 28, 2025	<i>Executed in</i> Bakersfield, 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>	

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>
---	----------------------

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO. 70067
May 6, 2025

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}



3003 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
☎ 661-399-2993 | ✉ 661-399-0218
www.ssecoinc.com

May 28, 2025

Mark Cavalli
Oakland Unified School District
955 High Street
Oakland, CA 94601

Phone: (510) 535-2728
E-Mail: mark.cavalli@ousd.org

**RE: OAKLAND TECHNICAL HIGH SCHOOL
LETTER 'I' QUESTIONNAIRE INFORMATION REQUESTED**

Dear Mark:

In accordance with the Questionnaire information requested in Letter "I" in the bid documents, we are pleased to present the following information for your review:

- a) City of Palo Alto
- b) Phil Ciralsky – 209-608-4889
- c) Palo Alto Community Theater Seating Replacement
- d) Direct with Owner
- e) 4/29/2024
- f) Install 356 new fixed seats.
- g) \$230,704.00

- a) UC San Francisco
- b) Jeimy Loyola – 415-990-6486
- c) Rock Hall Auditorium Seating Replacement
- d) Direct with Owner
- e) 7/03/2024
- f) Install 77 new fixed seats.
- g) \$51,889.41

- a) West Valley College
- b) Travis Van't Hul (Kitchell) – 707-312-3866
- c) New Baseball Stadium Seating
- d) Direct with Owner
- e) 4/3/2023
- f) Install 424 new fixed seats.
- g) \$119,640.00



3003 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
O 661-399-2993 | F 661-399-0218
www.ssecinc.com

If you have any questions or need additional information, please e-mail or call.

Sincerely,

SIERRA SCHOOL EQUIPMENT COMPANY

Wayne MacMartin

Wayne MacMartin
WM/th
(661) 864-6305 Cell
(661) 399-0218 Fax
waynemacmartin@ssecinc.com

Dated: May 28, 2025

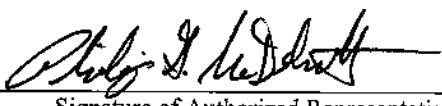
SCHEDULE Z
DOCUMENT 00 52 00

**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>Sierra School Equipment Company</u> Company Name		 Signature of Authorized Representative	
<u>3003 Citation Way Bakersfield, CA 93308</u> Address		<u>Philip G. McDermott</u> Type or Print Name	
<u>661</u> Area Code	<u>399-2993</u> Phone	<u>May 28, 2025</u> Date	<u>President</u> Type or Print Name

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: **Oakland High School Auditorium Seat Replacement**

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.

 X I certify that Wayne MacMartin (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: May 28, 2025

Proper Name of Bidder: Sierra School Equipment Company

Signature: 

Print Name: Philip G. McDermott

Title: President

END OF DOCUMENT

1000003627 - SIERRA SCHOOL EQUIPMENT COMPANY

Customer Account Lookup

PWCR

1000003627

Legal Entity Name

SIERRA SCHOOL EQUIPMENT COMPANY

Contractor Status

DIR Approved

Doing Business As (DBA)

SIERRA SCHOOL EQUIPMENT COMPANY

CSLB

422359

Business Structure

-- None --

Business Phone

6613992993

President

Philip G. McDermott

Ext

Email

sales@ssecinc.com

Registration Start Date

2022-07-01

Registration End Date

2025-06-30

Crafts

Modular Furniture Installer (Carpenter) | Carpenter | Laborer and Related Classifications | Carpenter and Related Trades |
Carpet, Linoleum, Resilient Tile Layer | LABORER | Carpet, Linoleum, Resilient Floor Layer

Address

Mailing Address

3003 Citation Way

Physical Address

PO Box 80667

Mailing Address - City

BAKERSFIELD

Physical Address - City

Bakersfield

Mailing Address - State

CA

Physical Address - State

Mailing Address - Zip

93308

Physical Address - Zip

93380-0667

Mailing Address - Country

USA

Physical Address - Country

USA



3009 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
O 661-389-2993 | F 661-389-0218
www.ssecoinc.com

May 28, 2025

Mark Cavalli
Oakland Unified School District
955 High Street
Oakland, CA 94601

Phone: (510) 535-2728
E-Mail: mark.cavalli@ousd.org

**RE: OAKLAND TECHNICAL HIGH SCHOOL
NEW IRWIN SEATING MARQUEE CHAIRS
ROWS A-Z (937 TOTAL NEW CHAIRS)**

Dear Mark:

In accordance with your request, Sierra School Equipment Company is pleased to offer this proposal to remove/dispose of all seating in Rows A-Z, and provide and install 937 each new auditorium chairs in Rows A-Z. We have figured the removal/disposal of the existing chairs to occur on a separate trip than installation of the new chairs. Pricing is based on quantities noted and based on the descriptions below. Pricing is predicated on using standard colors unless otherwise noted. Sales tax is included and is calculated based on a lump sum contract price. Pricing is based upon current prevailing wage rates and work occurring no later than December 2025. Please feel free to contact me if you have any questions or need additional information. Thank you.

Quantity:
1 Lot

Description:
Irwin Seating Company Marquee Model No. 51B-12S-10E-4C as described herein:

- 937 each floor-fixed auditorium chairs.
- No. 51B Marquee - Ergonomically formed 36" tall padded and upholstered back with 2" foam, tufted tailoring, and injection molded poly rear panel.
- No. 12S Ergo - Padded and upholstered seat with ergonomic substrate, molded foam, and structural composite seat pan with 3/4 seat fold.
- No. 10E Enclosed Aisle End with Upholstered Insert Panel.
- No. 4C Universal Steel Platform.
- Comfort curved maple hardwood armrests (Center and Aisles).
- Eighty-Two (82) each Beacon 12V Led Aisle Lights (warm white) mounted on aisle end panels.
- Two (2) each low voltage aisle light transformers included.



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P.O. Box 80667 Bakersfield, CA 93380-0667
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- 2" round bronze row designation letter plates on aisle end panels.
- Oval bronze seat designation number plates located in seat pan recess.
- 4"x 1" brass donor plate (not engraved), includes recess in armrest.
- Eight (8) each Flip-Up Style ADA Armrests.
- Standard Hilti anchors and cover caps.

FINISHES:

- Fabric Mill: Absecon Mills – Pattern: Sherpa/Shire – Color: TBD with CA Technical Bulletin No. 117 compliance included.
- Wood species: Maple.
- Wood Stain: Standard Irwin Selections.
- Metal Powder Coat Finishes : Standard Irwin Selections.
- Plastic Finishes: Standard Irwin Selections.
- Laminate Selections: Standard Nevamar Selections.

BID PRICE: **Furnished, Installed, and 10.25% CA Sales Tax Included \$ 407,250.00**

*****The bid price includes a \$37,000.00 allowance per the bid documents.*****

QUALIFICATIONS:

- 1) All existing aisle lighting for row A-Z shall be disconnected and made safe, prior to our arrival to remove the existing seating. A change order for additional onsite time by our Installation Subcontractor shall be issued in the event the existing aisle lighting is not disconnected prior to our arrival onsite.
- 2) All final electrical connections from new seating to floor junction boxes and integration of the two (2) transformers, shall be performed by a licensed Electrical Contractor. This work is not included in our proposal cost.



3903 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
☎ 661-399-2993 | F 661-399-0218
www.sseco.com

- 3) Project is based upon material delivery and installation by December 31, 2025. If the project is delayed beyond this date due to action or inaction of the GC, the Owner, the Architect, another subcontractor, or another third party, there may be an escalation in pricing from the Factory or the Installation Subcontractors, that must be addressed by the Owner via an additive change order to our Firm. This change order may include escalation in material costs being applied to the quote by the Factory and/or labor increases to install the said product.
- 4) Our proposal does NOT include the costs for SAFETY PROVISIONS for VIRUSES or NATURAL DISASTERS.
- 5) We CANNOT provide insurance coverage that does not exclude "communicable disease, viruses, bacteria, or fungi" therefore that coverage is NOT available.
- 6) Prices quoted are valid for 60-days due to raw material pricing extreme volatility. The Factory will only hold pricing for 60-days from Bid Date, if we do not receive a Letter of Intent within 60-days, the proposal is subject to an escalation from the factory.
- 7) Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification.
- 8) Once the chairs are ordered into production, the process cannot be stopped. We will work with your firm to ensure the chairs arrive at the site per your construction schedule. If we are directed to enter the chairs into production and the site is then not ready to take delivery, your firm will be responsible for providing a dry, secure area or container(s) to store the materials or pay for the factory to store the materials until installation can take place.
- 9) The unit prices provided are based upon supplying the quantity provided for above. Purchasing less material may require an escalation from the factory.
- 10) If a license is required to be provided to comply with a local jurisdiction, such as a city business license or any other local compliance fees or licenses, the cost is not included in our proposal and said cost will need to be added to the subcontract amount if the general contractor requires said license to be provided.
- 11) If we are awarded the subcontract for this portion of work, it must be noted in the subcontract that our bid is based on current sales tax rate of 10.25%. If this rate increases during the life of the contract, a change order for the increase may be required.
- 12) If the General Contractor is required to utilize a Construction Payment Management (CPM) System, any associated costs for enrollment into the system for the subcontract awarded will be paid by the General Contractor.



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P.O. Box 80667 Bakersfield, CA 93380-0667
O 661-399-2993 | F 661-399-0218
www.ssecinc.com

INSURANCE QUALIFICATIONS FOR SSEC AND SUBCONTRACTOR PERFORMING ONSITE LABOR:

- 1) We shall provide insurance coverage for our work per the attached Certificate of Insurance.
- 2) If Additional insured status is required, we shall use Travelers blanket endorsement form #CGD246. This may or may not be the additional insured endorsement you request. We cannot provide the CG2010 1085 or 11/85 form.
- 3) Our general liability policy includes waiver of subrogation and primary insurance wording. We cannot provide severability of interest or cross liability coverage.

STANDARD SUBCONTRACT / PURCHASING AGREEMENT QUALIFICATIONS:

We reserve the right, upon review of the Subcontract / Purchasing Agreements, to request modifications as needed to these documents. We will not agree to a blanket request to execute subcontract forms and agreements without modification.

ADDENDA:	One through Two (1-2) noted only.
BONDS:	We are bondable; and the bond price is included. Our bond rate is 1.50%.
WAGE:	We are non-union, but we pay prevailing wage as applicable.
STATUS:	We are not MBE, WBE, DVBE or SBE.
QUESTIONS:	Wayne MacMartin @ (661) 864-6305 / waynemacmartin@ssecinc.com

CONTRACTOR'S LICENSE NUMBER: 422359
EXPIRATION DATE: 5/31/2026

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000003627
EXPIRATION DATE: 6/30/2025

FEDERAL TAX ID : 95-3159131

EMR RATING: .74



3883 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
O 861-399-2993 | F 661-399-0218
www.ssecinc.com

GENERAL NOTES:

Pricing includes Removal/Disposal of Existing Seating on a separate mobilization, Furnish, Freight, Offload, Installation of New Seating, and applicable 10.25% California sales tax. Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification. **Prices quoted are valid for 60-days due to raw material pricing volatility. The Factory will only hold pricing for 60-days from Bid Date, if we do not receive a Letter of Intent or Subcontract within 60-days, the proposal is subject to an escalation from the factory.** Delivery and installation of equipment will be based on final color selection and when order is placed. Shop Drawings take approximately 5-weeks after receipt of order. This quotation shall become part of any order entered into for any of the described equipment. Pricing valid for shipment/installation by the end of December 2025.

Lead time for seating is roughly 12-13 weeks (plus shipping) after approvals. This proposal is firm for 60 days from the proposal date.

If you have any questions or need additional information, please e-mail or call.

Sincerely,

SIERRA SCHOOL EQUIPMENT COMPANY

Wayne MacMartin

Wayne MacMartin
WM/th
(661) 864-6305 Cell
(661) 399-0218 Fax
waynemacmartin@ssecinc.com

Dated: May 28, 2025

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 108250818

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Sierra School Equipment 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

the Oakland Technical High School Auditorium Seat Replacement Project, located at 4351 Broadway, Oakland, (the "Contract"), Scope of work includes: The Oakland Unified School District is requesting bids for the removal and replacement of auditorium seating at Oakland Technical High School. The scope of work includes the removal and disposal of all existing seats in rows A-Z, followed by the furnishing and installation of new auditorium chairs in the same rows. After seat removal, there will be a two-week window for a separate painting contractor to complete interior painting of the auditorium. The awarded seating contractor will resume work with the installation immediately upon completion of painting. Project details, required qualifications, chair model specifications, and schedule requirements will be provided during the mandatory bid walk. Complies with OUSD standards.

which said agreement dated _____, 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 Travelers Casualty and Surety Company of America ("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 Four Hundred Seven Thousand Two Hundred Fifty and No/100 Dollars (\$407,250.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT. NO.:70067

PAYMENT BOND
DOCUMENT 00 61 01

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 30th day of May, 2025.

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



Sierra School Equipment Company
Principal



Michael G. McDermott, Director

Travelers Casualty and Surety Company of America
Surety

By: 
Tammy Bates, Attorney-in-Fact

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

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT. NO.:70067

PAYMENT BOND
DOCUMENT 00 61 01

ACKNOWLEDGMENT

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

State of California
County of Kern

On May 30, 2025 before me, Heather Rosson Notary Public
(insert name and title of the officer)

personally appeared Michael G McDermott,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

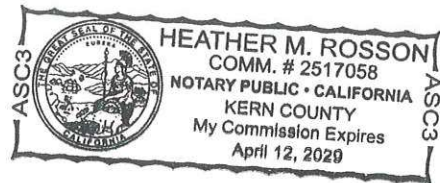
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Heather M Rosson

(Seal)



ACKNOWLEDGMENT

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

State of California

County of Kern)

On May 30, 2025 before me, Jaime Rene Ritchie, Notary Public
(insert name and title of the officer)

personally appeared Tammy Bates,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jaime Rene Ritchie (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Tammy Bates** of **BAKERSFIELD**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

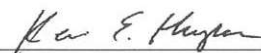
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **May**, **2025**





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 108250818

KNOW ALL MEN BY THESE PRESENTS that we, Sierra School Equipment Company as Principal, and Travelers Casualty and Surety Company of America, 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 Four Hundred Seven Thousand Two Hundred Fifty and No/100 Dollars (\$ 407,250.00) 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 _____, for construction of

the Oakland Technical High School Auditorium Seat Replacement Project, located at 4351 Broadway, Oakland, (the "Contract"), Scope of work includes: The Oakland Unified School District is requesting bids for the removal and replacement of auditorium seating at Oakland Technical High School. The scope of work includes the removal and disposal of all existing seats in rows A-Z, followed by the furnishing and installation of new auditorium chairs in the same rows. After seat removal, there will be a two-week window for a separate painting contractor to complete interior painting of the auditorium. The awarded seating contractor will resume work with the installation immediately upon completion of painting. Project details, required qualifications, chair model specifications, and schedule requirements will be provided during the mandatory bid walk. Complies with OUSD standards.

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

{SR798942} 1

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO.:70067

PERFORMANCE BOND
DOCUMENT 00 61 00

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 30th day of May, 2025 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)



(Affix Corporate Seal)



(Individual Principal)

(Business Address)

Sierra School Equipment Company
(Corporate Principal)

P.O. Box 80667, Bakersfield, CA 93380
(Business Address)

By: 

Michael G. McDermott Director
Travelers Casualty and Surety Company of America
(Corporate Surety)

11090 White Rock Road, Ste. 100, Rancho Cordova, CA 95670
(Business Address)

By: 
Tammy Bates, Attorney-In-Fact

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO.:70067

PERFORMANCE BOND
DOCUMENT 00 61 00

The rate of premium on this bond is \$11.50 per thousand.

The total amount of premium charged is \$4,683.00.

The above must be filled in by Corporate Surety.

{SR798942}3

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND TECHNICAL HIGH SCHOOL
AUDITORIUM SEAT REPLACEMENT
PROJECT NO.:70067

PERFORMANCE BOND
DOCUMENT 00 61 00

ACKNOWLEDGMENT

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

State of California

County of Kern

On May 30, 2025 before me, Heather Rosson Notary Public
(insert name and title of the officer)

personally appeared Michael G McDermott,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Heather M Rosson

(Seal)



ACKNOWLEDGMENT

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

State of California

County of Kern)

On May 30, 2025 before me, Jaime Rene Ritchie, Notary Public
(insert name and title of the officer)

personally appeared Tammy Bates,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jaime Rene Ritchie (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Tammy Bates** of **BAKERSFIELD**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **May**, **2025**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law 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.

2. If you are providing 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).)

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

Dated: 5/30/25

Kevin McDermott

Signature

Name: Kevin McDermott

Title: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2025

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

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

PRODUCER CW Phillips Insurance Services 5601 Truxtun Ave, Ste 170 Bakersfield CA 93309	CONTACT NAME: Jaime Ritchie PHONE (A/C, No, Ext): (661) 425-9322 E-MAIL ADDRESS: jaime@cwphillips.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Certain Underwriters at Lloyds of London INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674
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COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Y-630-7W347647-TIL-24	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-A0662107-24-14-G	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-A073679A-24-14	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	UB-A0663602-24-14-G	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			B1180D211255015	10/01/2024	10/01/2025	Limit of Liability \$1,000,000	

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

RE: Proj# 70067 / Oakland Tech High School Theater Seat Replacement / 4351 Broadway Oakland, Ca. 94611

Whereby required by written contract or agreement, Oakland Unified School District in Alameda County, Owner, its governing board, officers, agents, trustee, employees, and any other person or entity are additional insureds but only to the extent provided within the policy provisions and waiver of subrogation under the general liability policy, per attached #CG D2 46 0419 and #CG D4 58 0219, on a Primary/Non-Contributory basis, per #CG T1 00 0219. Additional insured and waiver of subrogation applies to the automobile policy per attached #CA T3 53 0215 endorsement, on a Primary/Non-Contributory basis, per # CA T4 99 0216. Waiver of Subrogation applies to the workers compensation policy per attached #WC 99 03 76(A)

CERTIFICATE HOLDER

Oakland Unified School District 1011 Union Street Oakland CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland Technical HS Auditorium Seat Replacement	Site	988
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Basic Directions

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

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

Contractor Name	Sierra School Equipment Company	Agency's Contact	Phillip McDermott				
OUSD Vendor ID #	new	Title	Project Manager				
Street Address	3003 Citation Way	City	Bakersfield	State	CA	Zip	93308
Telephone	661-399-2993	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	70067						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-26-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-22-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$407,250.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

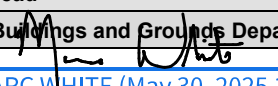

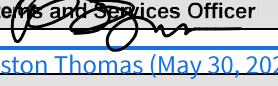
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0040/0000	Fund 010	010-0040-0-0000-7500-5671-988-9130-9000-9999-99999	5671	\$407,250.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds Department				
	Signature  MARC WHITE (May 30, 2025 15:23 PDT)	Date Approved	05/30/2025		
2.	OUSD Counsel of Facilities				
	Signature  James Traber	Date Approved	05/30/2025		
	Chief Systems and Services Officer				
3.	Signature  Preston Thomas (May 30, 2025 15:31 PDT)	Date Approved	05/30/2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			