

LEGISLATIVE FILE

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Introduction Date 6-2-10
Enactment No. 10-0997
Enactment Date 6-9-10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 9, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Award of Bid - Bay Construction - Edna Brewer Restroom Plumbing Renovation Project

ACTION REQUESTED

Approval by the Board of Education of Resolution No. 0910-0227, Award of Bid and Construction Contract on behalf of the District for the Edna Brewer Middle School Project to Bay Construction 4026 Martin Luther King Jr., Oakland CA 94609 in the amount of \$393,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 23, 2010, and ending on August 22, 2010.

BACKGROUND

The existing restrooms were beyond their useful life and needed to be renovated.

STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide Modernization of the Boy's and Girl's restrooms at Gymnasium Building D. Scope includes, but is not limited to the following complete demo of one (1) boy's restroom and one (1) girl's restroom, both restrooms to include installation of new plumbing, exhaust fans, lighting, painting, terrazzo floors, toilet partitions, accessories and ceramic tile at the walls.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

100.00%

FISCAL IMPACT

The funding source for this project is Deferred Maintenance.

RECOMMENDATION

Approval by the Board of Education of Resolution No. 0910-0227, Award of Bid and Construction Contract on behalf of the District for the Edna Brewer Middle School Project to Bay Construction 4026 Martin Luther King Jr., Oakland CA 94609 in the amount of \$393,000.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: 60 Calendar Days, commencing June 23, 2010, and ending on August 22, 2010.

Key code: 2109092806-6271

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

RESOLUTION NO. 0910-0227

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
EDNA BREWER RESTROOM PLUMBING RENOVATION PROJECT**

WHEREAS the **DISTRICT** has heretofore requested bids to provide renovation for the boy' and girl's restroom for the Edna Brewer Middle School, for the Oakland Unified School District of Alameda County, California; and;

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

Contractor:	Location	Bid Amount
Bay Construction	Oakland, CA	\$393,000.00
A & E Emaar	Albany, CA	\$394,000.00
John Plane Construction	Brisbane, CA	\$404,799.00

and,

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;

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

RESOLUTION NO. 0910-0227

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
EDNA BREWER RESTROOM PLUMBING RENOVATION PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **BAY CONSTRUCTION**, for the performance of the bid work, in the amount of **THREE HUNDRED NINETY-THREE THOUSAND DOLLARS AND NO CENTS (\$393,000.00)** be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **BAY CONSTRUCTION**, for the performance of bid work.

Passed by the following vote:

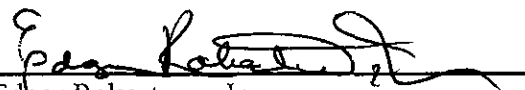
AYES: Jody London, Jumoke Hodge, Noel Gallo, Alice Spearman,
Vice President Christopher Dobbins, President Gary Yee

NOES: None

ABSTAINED: None

ABSENT: David Kakishiba

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 9, 2010.


Edgar Rakestraw, Jr.
Secretary, Board of Education

AGREEMENT

THIS AGREEMENT is made as of the 4th day of May, 2010 by and between District and BAY CONSTRUCTION, whose place of business is at 4026 Martin Luther King Jr., Oakland, CA 94609 hereinafter called "Contractor", and the Oakland Unified School District, hereinafter referred to as "OUSD", acting under and by virtue of the authority vested in OUSD by the laws of the State of California.

WHEREAS, OUSD, by its Resolution No. 0910-0227 to be adopted on the 9th day of June, 2010 (a copy of which is attached and made a part of this Agreement), awarded to Contractor the following contract:

Edna Brewer Restroom Plumbing Renovation

At

EDNA BREWER MIDDLE SCHOOL

3748 13th Avenue

Oakland, CA 94610

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and OUSD agree as follows:

Article I. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in strict accord with the plans and specifications, in accordance with the terms and conditions of the Contract Documents.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by HY Architects, who shall have the rights assigned to Architect/Engineer ("A/E") in the Contract Documents.
- 2.2 OUSD will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

Article III. Contract Time

- 3.1 The Work will be completed as follows:
The Work will be conducted in one (1) phase. Contract Duration: 60 days, commencing June 23, 2010, and ending on August 22, 2010.
- 3.2 Liquidated Damages.

Consistent with Article 9, Section 9.08 of Document 00700 General Conditions, Contractor and OUSD agree that if Contractor fails to achieve completion of the Work within the time specified in paragraph 3.1, then, as liquidated damages for delay, Contractor shall pay \$1,500.00 for each day that expires after the time specified in Paragraph 3.1 hereof until Work is completed.

Article IV. Contract Sum

- 4.1 OUSD shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents. The Contract Sum is \$(393,000.00) three hundred ninety-three thousand dollars and no cents.

Article V. Contract Documents

- 5.1 The Contract Documents which comprise the entire agreement between OUSD and Contractor concerning the Work consist of the following: Edna Brewer Restroom Plumbing Renovation.

Article VI. Miscellaneous

- 6.1 Terms used in this Agreement are defined in Document 00700 General Conditions, Article 1, Section 1.03, paragraphs A.1 through A.50 and will have the meaning indicated therein.
- 6.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of OUSD or acting as an employee or representative of OUSD Authority, liable on this Contract, or upon any warranty of authority, or otherwise.
- 6.3 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time OUSD tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.4 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed part of the Contract Manual and are on file at OUSD office, and shall be made available to any interested party on request.
- 6.5 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports on the first day of February, May, August and November during the preceding quarter year; at the completion of Contractor's and each of Contractor's subcontractors' contracts; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 6.6 All terms and conditions required by law are deemed part of the Contract Documents.
- 6.7 This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California law.

IN WITNESS WHEREOF, Contractor has executed this Agreement, and the District, by its Board of Directors, who is authorized to do so, has executed this agreement.

CONTRACTOR:

By: [Signature]

Dated: 5/10/10

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Dated: 6/10/10

Gary Yee, President, Board of Education

By: [Signature]
Edgar Rakestraw, Jr., District Secretary

Dated: 6/10/10

By: [Signature]
Timothy E. White, Assistant Superintendent
Division of Facilities, Planning and Management

Dated: _____

Approved as to form: [Signature]
Cate Boskoff, Facilities Counsel

Dated: 5-10-11

Attachments: COPY OF RESOLUTION NO. 0910-0227 to be Adopted June 9, 2010

Contractor: Bay Construction
School: Edna Brewer Middle School
Funding: Deferred Maintenance

END OF DOCUMENT



SECTION 00420

OAKLAND UNIFIED SCHOOL DISTRICT
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

Mark Lee and Yong Kay, Inc. dba: Bay Construction Companyas principal, and RLI Insurance Companyas surety, are held and firmly bound unto the Oakland Unified School District of Alameda County, State of California, in the sum ofThree Hundred Ninety-Three Thousand and no/100--Dollars (\$ 393,000.00) lawful money of the United States of America for the payment of which sum well and truly to be made to said Oakland Unified School District of Alameda County, State of California, we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.Sealed with our seals and dated this 7th day of May
20 10.

This condition of the above obligation is such that whereas the above named bounden principal entered into a contract of even date herewith, with the said school district by the terms and conditions of which said contract said principal agreed to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services required in the performance thereof in accordance with the plan(s) and specifications now on file in the office of the governing board thereof, as will more fully appear by reference to the said contract, which said contract is hereunto annexed and made a part hereof and is entitled

Edna Brewer Restroom Plumbing Renovation Project Number 07061

(Title of Contract, including Project Name and Number.)

NOW, THEREFORE, if the above named bounden principal shall well and truly carry out, execute and perform all things to be carried out, executed and performed by said principal according to the terms and conditions of said contract, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provision of said contract or in said plan(s) or specifications agreed to between the said contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Only the Oakland Unified School District, as the named obligee herein, is entitled to the benefits provided pursuant to this Performance Bond. By execution of this agreement, the surety agrees that if the principal is given a notice of default by the Oakland Unified School District, a copy of which is also given to the surety, and the principal fails within a seven-day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the surety shall promptly investigate the principal's failure to perform under the terms and conditions of the contract and provide the District's Director of Facilities with a written notice that the surety has commenced investigation of the matter. Within a two week period following District's written notice of default from the District to the principal as required herein, the surety shall assume the principal's obligations under the contract and commence correction of the principal's default, or proceed with such remedies as the District elects, in accordance with the terms and conditions of the contract.

The obligations of this Performance Bond shall survive termination of the Agreement between the principal and the project owner (obligee).

(Original and duplicate to be signed by principal and surety; both are to be acknowledged and acknowledgment slip and notarial seal to be attached)

Mark Lee and Yong Kay, Inc. dba:
Bay Construction Company

By

By

(Seal)

PRINCIPAL

RLI Insurance Company

Name of Surety

505 - 14th Street #1100

Street Address of Surety

Oakland, California 94612

City

State

By

Signature of Surety

(Seal)

Anthony F. Angelicola, Attorney-in-Fact

The foregoing bond was in open Board accepted and approved this

June, 20 10.

By

Secretary of the Board of Education of the
City of Oakland and of the Oakland Unified
School District of Alameda County, State of

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY, AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On May 10, 2010 before me, Ricardo Camacho, Notary Public
(Here insert name and title of the officer)

personally appeared Yong S. Kay

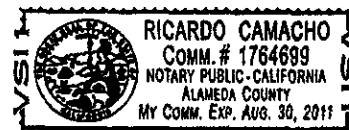
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument 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.

Ricardo Camacho
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Anthony F. Angelicola, John J. Casey, Terrence T. Casey, Cecily M. Gipson, Maureen E. Schmidt, jointly or severally

in the City of San Francisco, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of June, 2009.

State of Illinois
County of Peoria

} SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

On this 11th day of June, 2009, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 7th day of May, 2010.

By: Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



0466679030110

A0059207

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 7, 2010

Date

before me, Maureen E. Schmidt, notary public

Here Insert Name and Title of the Officer

personally appeared

Anthony F. Angelicola

Name(s) of Signer(s)

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



Place Notary Seal Above

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

Maureen E. Schmidt

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Section 00430

OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, Mark Lee and Yong Kay, Inc. dba: Bay Construction Company
4026 Martin Luther King Jr. Way
Oakland, CA 94609

(Insert name and address of contractor)

as contractor and principal, has this day entered into a contract with the Oakland Unified School District of Alameda County, State of California, to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services in accordance with the plans(s) and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is hereunto annexed and made a part hereof is entitled : Edna Brewer Restroom Plumbing Renovation
Project Number 07061

(Insert contract title, including project name and number)

and

WHEREAS, the Oakland Unified School District, in accordance with California Civil Code sections 3247 and 3248, requires public works contractors to file with the body by whom such contract was awarded a good and sufficient bond to secure payment to and the claims of 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract. Section 3248 further requires that the surety (ies) on said bond securing said claim and payment will pay for the payments, claims and obligations described herein and in case suit is brought upon the bond, said surety (ies) shall pay a reasonable attorney's fee, to be fixed by the court.

WITNESSETH: That the contractor and principal named herein above, and
RLI Insurance Company

505 - 14th Street #1100, Oakland, CA 94612

(Insert name and address of surety)

as surety, are held and firmly bond unto all materialmen and persons named in California Civil Code section 3181, and others having claims to which reference is made herein

above, who may furnish materials, provisions, or other supplies, teams, implements, or machinery to the said contractor, for the said work contracted to be done, and all persons who may perform work and labor of any kind or nature upon the same and their assigns and unto the State of California acting by and through the California Employment Stabilization Commission for the amounts due under the Unemployment Insurance Act with respect to such work or labor, in the sum of Three Hundred Ninety-Three
Thousand and no/100--

Dollars(\$ 393,000.00).
(Insert bond amount, which must be 100% of the total contract amount)

lawful money of the United States of America, being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as witnessed by these present;

In accordance with California Civil Code sections 3247 and 3248, the condition of the above obligation is such that if the contractor in said contract named and referenced herein, or subcontractors of said contractor, shall fail to pay: 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract and for any materials, provisions, provender or other supplies, or teams, implements or machinery used in, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, the said surety will pay for the same in an amount not to exceed the sum hereinbefore specified, and also in case suit is brought upon such bond, a reasonable attorney's fee to be fixed by the Court in connection with said claim or claims, otherwise, this bond shall be null and void.

No alteration of any provision of said contract or in said plans or specifications agreed to between the said contractor and the Oakland Unified School District, as may be made by its authorized representative(s) shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety and sureties hereby waives the provisions of California Civil Code Section 2819.

This bond is hereby sealed with our seals and dated this
7th day of May 20 10 by us as
surety or sureties.

Oakland Unified School District
Edna Brewer Middle School
Restroom Plumbing Renovation
Project #07081

Section 00430
Contractor's Bond
Version 3/15/2005

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY,

AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

SIGNATURE OF CONTRACTOR AND PRINCIPAL

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Contractor.

Mark Lee and Yong Kay, Inc. dba: Bay Construction Company

By: 

By: _____

(Seal)

Dated: 5/10/10

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

Name of Surety:

RLI Insurance Company

Address of Surety:

505 - 14th Street #1100

Oakland, CA 94612

(City)

(State)

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

By: 

Signature of Surety

Seal

Dated: May 7, 2010

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the State Administrator and Board of Education this

9th day of June, 2010

By: Edna Brewer
Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

THIS SIGNATURE PAGE IS TO BE USED ONLY IN CASE OF MULTIPLE SURETIES

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

Name of Surety:

Address of Surety:

(City)

(State)

By: _____

By: _____

Signature of Surety

Seal

Dated: _____

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the State Administrator and Board of Education this _____ day of _____ 200__

By: _____

Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY, AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On May 10, 2010 before me, Ricardo Camacho, Notary Public,
(Here insert name and title of the officer)

personally appeared Yong S. Kay

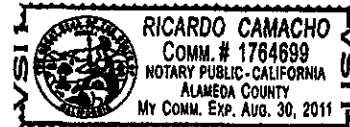
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Ricardo Camacho
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Anthony F. Angelicola, John J. Casey, Terrence T. Casey, Cecily M. Gipson, Maureen E. Schmidt, jointly or severally

in the City of San Francisco, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of June, 2009.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

On this 11th day of June, 2009, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this th day of May, 2010.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 7, 2010 before me, Maureen E. Schmidt, notary public
Date Here Insert Name and Title of the Officer

personally appeared Anthony F. Angelicola
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Maureen E. Schmidt
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

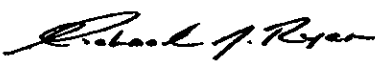
Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CERTIFICATE OF INSURANCE					ISSUE DATE: 5/5/10	
PRODUCER: WELLS FARGO INSURANCE SERVICES USA, INC. 45 FREMONT STREET, SUITE 800 SAN FRANCISCO, CALIFORNIA 94105 415-541-7900			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER OTHER COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED: Mark Lee and Yong Kay, Inc. d.b.a. Bay Construction Company 4026 Martin Luther King Way Oakland, CA 94609			COMPANIES AFFORDING COVERAGE			
			COMPANY LETTER A		Scottsdale Insurance Company	
			COMPANY LETTER B		American States Insurance Company	
			COMPANY LETTER C			
			COMPANY LETTER D			
		COMPANY LETTER E				
COVERAGES AND LIMITS						
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.						
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	DESCRIPTION	LIMITS
A	GENERAL LIABILITY	BCS0020787	11-1-09	11-1-10	GENERAL AGGREGATE	2,000,000
	<input checked="" type="checkbox"/> COMM. GENERAL LIAB.				PROD-COMP/OP AGG.	2,000,000
	<input type="checkbox"/> CLAIMS MADE				PERS & ADV. INJURY	1,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				EACH OCCURRENCE	1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				FIRE DAMAGE (One Fire)	50,000
	<input checked="" type="checkbox"/> General Aggregate applies per Project				MEDICAL EXPENSE (One Person)	
	B				AUTOMOBILE LIABILITY	25CC0214296
<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per Person)				
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per Accident)				
<input checked="" type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE				
<input checked="" type="checkbox"/> HIRED AUTOS		Comprehensive Deductible	\$1,000			
<input checked="" type="checkbox"/> NON-OWNED AUTOS		Collision Deductible	\$1,000			
<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				EACH OCCURRENCE	
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE - POLICY LIMIT	
					DISEASE - EACH EMPLOYEE	
	OTHER INSURANCE					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Certificate holder and Oakland Unified School District and Project Manager are named as additional insureds per attached Additional Insured endorsement. Re: RE: Oakland Unified School District Play Structures Repairs: Phase 1 Project No. 07087. *Subject to ten (10) days notice of cancellation for non-payment of premium.						
NAME AND ADDRESS OF CERTIFICATE HOLDER: Oakland Unified School District 955 High Street Oakland, CA 94601			CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
(Same as above)			AUTHORIZED REPRESENTATIVE: 			

POLICY NUMBER: BCS0020787
NAMED INSURED: Bay Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED
BLANKET - PRIMARY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Oakland Unified School District Facilities
Planning and Management Department
955 High Street
Oakland, CA 94601

Oakland Unified School District and Project
Manager

JOB DESCRIPTION:

RE: Oakland Unified School District Play Structures Repairs: Phase 1 Project No. 070877087

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

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE, but only with respect to liability arising out of "your work" for that insured by or for you.

If you are required by a written contract to provide primary insurance, this policy shall be primary as respects your negligence and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

POLICY NUMBER: BCS0020787
NAMED INSURED: Bay Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Any Person or Organization As Required By Written Contract

Oakland Unified School District Facilities Planning and Management Department	Oakland Unified School District and Project Manager
955 High Street	
Oakland, CA 94601	

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

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



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-10-2010

GROUP: 000238
POLICY NUMBER: 0001484-2009
CERTIFICATE ID: 69
CERTIFICATE EXPIRES: 10-01-2010
10-01-2009/10-01-2010

OAKLAND UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND MANAGEMENT DEPT
955 HIGH ST
OAKLAND CA 94601-4404

NB

JOB: OUSD EDNA BREWER RESTROOM PLUMBING
RENOVATIONS, NO. 07061

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - YONG KAY P - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2004 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY.

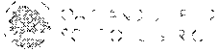
EMPLOYER

MARK LEE AND YONG KAY INC.
4026 MARTIN LUTHER KING JR WAY
OAKLAND CA 94609

NB

[B11,NB]

PRINTED : 05-10-2010



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Edna Brewer Restroom Plumbing Renovation	Site	Edna Brewer Elementary School
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Bay Construction Company	Agency's Contact	Yong Kay				
OUSD Vendor ID #	V011739	Title	Project Manager				
Street Address	4026 Martin Luther King Jr.	City	Oakland	State	CA	Zip	94609
Telephone	510-658-7225	Policy Expires	11-1-2010				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	07061						

Term

Date Work Will Begin	6-23-2010	Date Work Will End By (not more than 5 years from start date)	8-22-2010
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$393,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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 #	Resource Name	Org Key	Object Code	Amount
1414	Deferred Maintenance	2109092806	6271	\$393,000.00
				\$

Approval and Routing (in order of approval steps)

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

1.	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-13-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-18-10		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			

AGREEMENT

THIS AGREEMENT is made as of the 4th day of May, 2010 by and between District and BAY CONSTRUCTION, whose place of business is at 4026 Martin Luther King Jr., Oakland, CA 94609 hereinafter called "Contractor", and the Oakland Unified School District, hereinafter referred to as "OUSD", acting under and by virtue of the authority vested in OUSD by the laws of the State of California.

WHEREAS, OUSD, by its Resolution No. 0910-0227 to be adopted on the 9th day of June, 2010 (a copy of which is attached and made a part of this Agreement), awarded to Contractor the following contract:

Edna Brewer Restroom Plumbing Renovation
At
EDNA BREWER MIDDLE SCHOOL
3748 13th Avenue
Oakland, CA 94610

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and OUSD agree as follows:

Article I. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in strict accord with the plans and specifications, in accordance with the terms and conditions of the Contract Documents.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by HY Architects, who shall have the rights assigned to Architect/Engineer ("A/E") in the Contract Documents.
- 2.2 OUSD will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

Article III. Contract Time

- 3.1 The Work will be completed as follows:
The Work will be conducted in one (1) phase. Contract Duration: 60 days, commencing June 23, 2010, and ending on August 22, 2010.
- 3.2 Liquidated Damages.

Consistent with Article 9, Section 9.08 of Document 00700 General Conditions, Contractor and OUSD agree that if Contractor fails to achieve completion of the Work within the time specified in paragraph 3.1, then, as liquidated damages for delay, Contractor shall pay \$1,500.00 for each day that expires after the time specified in Paragraph 3.1 hereof until Work is completed.

Article IV. Contract Sum

- 4.1 OUSD shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents. The Contract Sum is \$(393,000.00) three hundred ninety-three thousand dollars and no cents.

Article V. Contract Documents

- 5.1 The Contract Documents which comprise the entire agreement between OUSD and Contractor concerning the Work consist of the following: Edna Brewer Restroom Plumbing Renovation.

Article VI. Miscellaneous

- 6.1 Terms used in this Agreement are defined in Document 00700 General Conditions, Article 1, Section 1.03, paragraphs A.1 through A.50 and will have the meaning indicated therein.
- 6.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of OUSD or acting as an employee or representative of OUSD Authority, liable on this Contract, or upon any warranty of authority, or otherwise.
- 6.3 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time OUSD tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.4 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed part of the Contract Manual and are on file at OUSD office, and shall be made available to any interested party on request.
- 6.5 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports on the first day of February, May, August and November during the preceding quarter year; at the completion of Contractor's and each of Contractor's subcontractors' contracts; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 6.6 All terms and conditions required by law are deemed part of the Contract Documents.
- 6.7 This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California law.

IN WITNESS WHEREOF, Contractor has executed this Agreement, and the District, by its Board of Directors, who is authorized to do so, has executed this agreement.

CONTRACTOR:

By: [Signature]

Dated: 5/10/10

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]
Gary Yee, President, Board of Education

Dated: 6/10/10

By: [Signature]
Edgar Rakestraw, Jr., District Secretary

Dated: 6/10/10

By: [Signature]
Timothy E. White, Assistant Superintendent
Division of Facilities, Planning and Management

Dated: _____

Approved as to form:

[Signature]
Cate Boskoff, Facilities Counsel

Dated: 5-18-10

Attachments: COPY OF RESOLUTION NO. 0910-0227 to be Adopted June 9, 2010

Contractor: Bay Construction
School: Edna Brewer Middle School
Funding: Deferred Maintenance

END OF DOCUMENT